



<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) 		RATING		PAGE OF * PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. <b>PR-HQ-99-16031</b>		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Carried/Courier Address)  <b>Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004</b>		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)  <b>Environmental Protection Agency Bid and Proposal Room (3802R) 401 M Street, S.W. Washington, DC 20460</b>			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

## SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 02:00 PM local time 8/2/99  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME <b>MICHELLE L. BARRETT</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>202-564-4481</b>
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## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) 	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR 	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE:  <b>Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711</b>		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

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NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

33-134

STANDARD FORM 33 (REV. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214®

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)**

Contractor shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein), and do all things necessary for, or incident to, the performance of the work set forth in Attachment A, entitled "Statement of Work" (SOW) attached hereto and hereby made a part hereof.

The fixed price of this contract is \_\_\_\_\_. Payment will be made upon delivery and acceptance of required items as follows:

**B.1.1 BASE PERIOD**

(October 1, 1999 - September 30, 2000)

Item <u>No.</u>	Description	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0001	Daily Facility Operation, Maintenance, Repair and described in SOW.	12	Month	\$	\$
0001AA	On-site Labor Overtime*	1-100	hr.	\$	\$

**B.1.2 OPTION PERIOD I**

(October 1, 2000 - September 30, 2001)

Item <u>No.</u>	Description	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0002	Daily Facility Operation, Maintenance, Repair and described in SOW.	12	Month	\$	\$
0002AA	On-site Labor Overtime*	1-100	hr.	\$	\$

**B.1.3 OPTION PERIOD II**

(October 1, 2001 - September 30, 2002)

Item <u>No.</u>	Description	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0003	Daily Facility Operation, Maintenance, Repair and described in SOW.	12	Month	\$	\$
0003AA	On-site Labor Overtime*	1-100	hr.	\$	\$

**B.1.4 OPTION PERIOD III**

(October 1, 2002 - September 30, 2003)

Item <u>No.</u>	Description	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
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0004	Daily Facility Operation, Maintenance, Repair and described in SOW.	12	Month	\$	\$
0004AA	On-site Labor Overtime*	1-100	hr.	\$	\$

**B.1.5 OPTION PERIOD IV**

(October 1, 2003 - September 30, 2004)

Item				Unit	
<u>No.</u>	Description	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
0005	Daily Facility Operation, Maintenance, Repair and described in SOW.	12	Month	\$	\$
0005AA	On-site Labor Overtime*	1-100	hr.	\$	\$

\*SEE CLAUSE H.11 REGARDING ORDERING AND FUNDING OF OVERTIME HOURS

B.1.A Bidders shall submit prices for ALL CLINS (Monthly Unit Price, Total Monthly Price, Overtime Rate and Total Overtime Rate Amount and for all Quantities set forth in B.1.

Note: If there is no charge for any CLIN, bidder shall insert "No Charge" in the space next to the column "Unit Price" designation for the affected CLIN in B.1.

B.1.B\* The total will be calculated by multiplying the hourly rate for On-Site Labor Overtime by the 100 hours maximum. Hours will be ordered and paid for as needed. These hours are in no way guaranteed to the Contractor.



**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment A, entitled "Statement of Work" (SOW) attached hereto and hereby made a part hereof.

**C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A

- Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
401 M Street, S.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: [gopher.epa.gov](http://gopher.epa.gov) is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. EPA MANCHESTER LABORATORY  
7411 Beach Drive East  
Port Orchard, Washington 98366

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION**

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:

<u>Reports Description</u>	<u>No. Copies</u>	<u>Addressees</u>
Annual Work Plan	2	Project Officer
	1	Contracting Officer
Weekly Technical Report	2	Project Officer
	1	Contracting Officer
Monthly Progress Report	2	Project Officer
	1	Contracting Officer
Status Report/Management Review	2	Project Officer
	1	Contracting Officer

In addition, a technical report abstract for each draft final and final technical report shall be submitted in accordance with Attachment 3.

**F.2 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER  
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT .....			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing .....			50
Mimeo and duplicator paper .....			50
Writing (stationery) .....			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers .....			50
Envelopes .....			50
Form bond including computer .....			50
paper and carbonless			
Book papers .....			50
Bond papers .....			50
Ledger .....			50
Cover stock .....			50
Cotton Fiber papers .....	25		50
TISSUE PRODUCTS:			
Toilet tissue .....	20		
Paper towels .....	40		
Paper napkins .....	30		
Facial tissue .....	5		
Doilies .....	40		
Industrial wipes .....	0		
UNBLEACHED PACKAGING:			
Corrugated boxes .....	35		
Fiber boxes .....	35		
Brown papers (e.g. bags).....	5		
RECYCLED PAPERBOARD:			
Recycled paperboard products .....	80		
Pad backing .....	90		

**F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)**

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount



(whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 10 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Distribution

<u>Number of Copies</u>	<u>Addressee</u>
1	Contracting Officer
2	Project Officer

**F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 10/1/99 through 9/30/00 inclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (SEP 1990)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and four copies. The contractor shall submit the invoice to the following offices/individuals in the contract: original and one copy to the accounting operations office; two copies to the project officer (the project officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b)(1) If this is a cost-reimbursement contract, the contractor shall prepare the invoice or request for contract financing payment in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." If the contract is a cost-reimbursement term-form contract under which contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall include a summary of amounts claimed against each work assignment.

(b)(2) The invoice for a cost-reimbursement contract shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(c)(1) If this is an indefinite delivery/indefinite quantity contract, the invoice or request for contract financing payment shall include a summary of amounts claimed against each delivery order, unless otherwise specified.

(c)(2) The invoice for an indefinite delivery/indefinite quantity contract shall indicate charges by major categories such as labor, travel, equipment, subcontracts, and consultants. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) Invoices must clearly indicate the period of performance for which payment is requested and include EPA accounting information necessary to process payments. Separate invoices are required for charges applicable to the basic contract and for each option period. If contract work is ordered through individual work assignments or delivery orders, invoices must show current and cumulative charges by work assignment or delivery order number and EPA accounting information. When contracts, work assignments or delivery orders contain multiple lines of accounting data, charges that cannot be

assigned to a single line of accounting information should be allocated based on the percentage of total dollars, unless otherwise specified. Required accounting information includes the account number shown in block 14 of the SF 26, block 21 of the SF 33, block 12 of the SF 30, or on the individual work assignment or delivery order (separate invoices shall be submitted for each delivery order).

(e) When the contractor invoices on a monthly basis, the period covered by requests for contract financing payments must be the same as the period for monthly progress reports required under this contract. If, in accordance with FAR 52.216-7, the contractor submits requests for contract financing payments more frequently than monthly, one payment request each month must have the same ending period of performance as the monthly progress report. Where cumulative amounts on the monthly progress report differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the payment request.

**G.2 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.3 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

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**G.4 GOVERNMENT PROPERTY--RESIDUAL INVENTORY (EP 52.245-110) (APR 1984)**

The Contractor is authorized to use in the performance of this contract the residual inventory presently accountable to Contract No. \_\_\_\_\_

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

#### (a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

#### (b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

#### (c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or

final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting

Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

### **H.3 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE (EP 52.217-981) (APR 1984)**

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60 day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	10/1/00	9/30/01
Option Period II	10/1/01	9/30/02
Option Period III	10/1/02	9/30/03
Option Period IV	10/1/03	9/30/04

(b) During the option period(s) the Contractor shall provide the services described below:

Period	Attachment
Option Period I	SOW - Attachment 1
Option Period II	SOW - Attachment 1
Option Period III	SOW - Attachment 1
Option Period IV	SOW - Attachment 1

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

Fixed Price	Option Period
Option Period I	_____
Option Period II	_____
Option Period III	_____
Option Period IV	_____

**H.4 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.5 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.6 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract



that require the subcontractor to collect information.

**H.7 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.8 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI

include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the

confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.9 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.10 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.11 ORDERING AND FUNDING OF OVERTIME HOURS**

A not to exceed number of hours for overtime will be funded by the Government by issuing modifications to the contract, signed by the Contracting Officer. Only the Contracting Officer can authorize the use of these overtime hours. Modifications will be issued as needed throughout the effective period of the contract. The total number of overtime hours which may be ordered during the contract period is as follows:

	Maximum <u>Quantity</u>	Item <u>No.</u>
Base Period	100 hours	0001AA
Option Period I	100 hours	0002AA
Option Period II	100 hours	0003AA
Option Period III	100 hours	0004AA
Option Period IV	100 hours	0005AA

The Contractor will be compensated at the rates in Clause B.1 for On-site Labor Overtime. One invoice in overtime shall be submitted monthly, in accordance with Clause G.1. The Contractor shall invoice only for the number of hours actually worked, which will be verified by the Project Officer. Invoices must state the applicable modification number and include the employee's time ticket with a clear explanation of the work performed.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.214-26	OCT 1997	AUDIT AND RECORDS--SEALED BIDDING
52.214-27	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING
52.214-28	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE--SEALED BIDDING
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	JUL 1995	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND

52.222-41	MAY 1989	VETERANS OF THE VIETNAM ERA
52.222-43	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
		FAIR LABOR STANDARDS ACT AND SERVICE
		CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE
		YEAR AND OPTION CONTRACTS)
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND
		MATERIAL SAFETY DATA
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND
		COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN
		1987)
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S.
		POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER
		THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS,
		EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE
		GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.3 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-- MODIFICATION (FAR 52.203-9) (SEP 1995)**

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

**CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION**

(1) I, \_\_\_\_\_ [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information

concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

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Signature of the Officer or Employee Responsible  
for the Modification Proposal and Date

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Typed Name of the Officer or Employee Responsible  
for the Modification Proposal

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990.  
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

**I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as



amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

#### **I.5 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998)**

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) Offers will be evaluated by adding a factor of **10** percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the

cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

**I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
HVAC Mechanic	\$18.58
Electrician	\$18.58
Laborer, Ground Maintenance	\$11.72

**I.7 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor \_\_\_\_\_ N/A \_\_\_\_\_ and the \_\_\_\_\_ N/A \_\_\_\_\_ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

**I.8 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR**

1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

#### **I.9 OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (JUN 1996)**

(a) *Definition.* "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform or any substance designated as class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable)  
\_\_\_\_\_, a substance(s) which harm(s) public health and  
environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

#### **I.10 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (FAR 52.223-12) (MAY 1995)**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

#### **I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)**

(a) *Definition.*

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

#### **I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	Statement of Work - Manchester EPA Laboratory
2	Government Quality Assurance Plan
3	Reports of Work
4	Weekly Maintenance Schedules
5	Quarterly Maintenance Schedule
6	EQUIPMENT LIST
7	EPA Order 1900-1 Use of Contractor Services
8	Bidders List
9	WAGE DETERMINATION 94-2559 (Rev. 15)
10	Map of Location

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)**

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**K.3 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (FAR 52.203-8) (JAN 1997) ALTERNATE I (SEP 1990)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY



(1) I, \_\_\_\_\_ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), (ENTER NONE IF NONE EXIST))

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

\_\_\_\_\_  
Signature of the Officer or Employee Responsible  
for the Offer and date

\_\_\_\_\_  
Typed Name of the Officer or Employee Responsible  
for the Offer

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed

certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certification to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

**K.4 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for

making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **K.5 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

##### *(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.7 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (FAR 52.214-2) (JUL 1987)**

The bidder, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

**K.8 MINIMUM BID ACCEPTANCE PERIOD (FAR 52.214-16) (APR 1984)**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance

period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 180 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:  
 \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**K.9 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)  
 ALTERNATE II (JAN 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(5) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It { } is, { } is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It { } is, { } is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.10 EQUAL LOW BIDS (FAR 52.219-2) (OCT 1995)**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing



or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

\_\_\_\_\_  
\_\_\_\_\_

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.11 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3) (APR 1984)**

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**K.12 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)**

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror ☐ is, ☐ is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**K.13 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1998)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.14 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1) (APR 1984)**

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.15 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.16 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.17 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.18 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.19 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**K.20 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.21 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND  
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.22 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**K.23 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)  
(FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.204-6	APR 1998	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-1	JUL 1987	SOLICITATION DEFINITIONS--SEALED BIDDING
52.214-3	DEC 1989	AMENDMENTS TO INVITATIONS FOR BIDS
52.214-4	APR 1984	FALSE STATEMENTS IN BIDS
52.214-5	MAR 1997	SUBMISSION OF BIDS
52.214-6	APR 1984	EXPLANATION TO PROSPECTIVE BIDDERS
52.214-7	MAY 1997	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
52.214-9	APR 1984	FAILURE TO SUBMIT BID
52.214-10	JUL 1990	CONTRACT AWARD--SEALED BIDDING
52.214-12	APR 1984	PREPARATION OF BIDS
52.214-13	APR 1984	TELEGRAPHIC BIDS
52.214-21	APR 1984	DESCRIPTIVE LITERATURE
52.214-23	MAY 1997	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF TECHNICAL PROPOSALS UNDER TWO-STEP SEALED BIDDING
52.214-25	APR 1985	STEP TWO OF TWO-STEP SEALED BIDDING
52.237-1	APR 1984	SITE VISIT

**L.2 FACSIMILE BIDS (FAR 52.214-31) (DEC 1989)**

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment:

---

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol):

---

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

### **L.3 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Michelle L. Barrett

Hand-Carried Address:

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Mailing Address:

Environmental Protection Agency  
401 M Street, S.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**L.5 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.7 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two



one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

**L.8 PAST PERFORMANCE (EPAAR 1552.214-70) (APR 1984)**

Bidders shall provide as part of their bids submission: a list of Government contracts received during the last two years for identical or similar work to that being procured under this solicitation. For each contract, state the contract number, the Government agency placing the contract, the type of contract, and a brief description of the work.

**L.9 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

**L.10 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

**L.11 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)**

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.1(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

**L.12 SITE VISIT LOCATION**

LOCATION: Environmental Protection Agency  
Main Laboratory Building  
7411 Beach Drive East  
Port Orchard, WA 98366

DATE: July 13, 1999

TIME: 10:00am - 4:00pm (PST)

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED

**M.2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

ATTACHMENT 1

STATEMENT OF WORK - EPA MANCHESTER LABORATORY

## Statement of Work

### FACILITY OPERATION AND MAINTENANCE SERVICE FOR THE MANCHESTER EPA LABORATORY

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#### SECTION

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all times so as not to cause interference with Government business or work performed by government staff and other contractors. All work, unless otherwise specified, shall be performed during normal building occupancy hours **(7:30 a.m. - 5:30 p.m.)**.

2.3 Sites - Contractor shall maintain EPA owned and occupied buildings as shown on the facility plot **(Attachment 10)**. These include the following buildings;

<b><u>Building</u></b>	<b><u>Location</u></b>
Main Laboratory Building	Port Orchard
South Office Building	Port Orchard
Surge Tank Building	Port Orchard
Water Treatment Building	Port Orchard
West Annex Building	Port Orchard
Microbalance Building	Port Orchard
North Office Building	Port Orchard
FASP Lab	Port Orchard
Garage	Port Orchard
Warehouse	Port Orchard
Boat Shed	Port Orchard
Wet Laboratory	Port Orchard
Field Office	Port Orchard

2.4 Unless otherwise stated, the government will provide existing tools, parts and equipment as indicated in **(Attachment 6)**, for the performance of the contract requirements.

2.5 Contractor shall comply with all safety requirements and procedures for the State of Washington, Department of Labor and Industrial Safety and Health Standards

2.6 Contractor shall provide safety equipment, such as respirators, protective clothing, safety glasses and safety shoes, etc. to their employees in compliance with the appropriate Safety and Health regulation.

2.7 Contractor shall provide its employee's with annual medical evaluations, required for the wearing of respirators. The contractor shall provide the Project Officer with proof within 10 work days after award that the people assigned to

wear respirators have received proper training and that a physician has evaluated and approved the wearing of air purifying respirators by contract employee's.

- 2.8 The government will furnish a telephone and telephone service for work activities that are related to the performance of work under this contract.
- 2.9 The Project Officer may issue Technical Directives as required for the operation of the facilities.
- 2.10 Space - Contractors office and shop space are located in the Warehouse building, Port Orchard, WA.
- 2.11 All employees shall have a pre-employment investigation conducted prior to entering on duty for employment, and their personal qualifications must meet the required industry employment standards. A summary of the results of this pre-employment investigation shall be furnished to the Project Officer within 10 work days after award of the contract. An employee shall not be permitted to work without the employment investigation being completed.
- 2.12 Contractor shall be responsible for damages caused by use of improper maintenance procedures. The contractor shall be held accountable and liable to the Government for any damages to Government facilities, fixtures, equipment or grounds caused by the contractor or their employees. The contractor shall notify the Project Officer within 24 hours in the event of damage to property. Contractor shall provide written notification to the Contracting Officer and Project Officer within 7 work days from the occurrence.
- 2.13 Contractor shall submit a weekly report of the jobs performed to the Project Officer by noon every Monday.
- 2.14 Contractor shall maintain an orderly filing system



that provides for prompt location of information.

A. Government and Contractor files shall be kept in separate containers which are clearly marked to identify the ownership of the files contained therein. File folders shall also be clearly labeled and Contractor's files shall have distinctive markings to identify them as Contractor property.

### C-3

#### 3.0 GENERAL DEFINITIONS

3.1 Manchester Environmental Laboratory - MEL

3.2 Preventative Maintenance System - PMS

Preventative maintenance system is made up of three basic parts, a Quartely Preventative Maintenance(PM) schedule, Weekly PM schedule and Machinery History Log book. The system itself is set up to ensure that all required maintenance on every piece of equipment listed is accomplished on a regular scheduled basis. The quarterly schedule is divided into twelve week periods and set up for three months in advance what PM is to be accomplished that quarter. The weekly schedule is derived from the quarterly schedule and assigned the current week. The Machinery History Log book shows what repair/replacment parts were required when a PM was performed.

3.3 Preventative Maintenance (PM)-

Preventative maintenance is a systematic series of checks and operations performed on equipment at a predetermined time intervals in order to maintain top efficiency and performance. Preventive maintenance is an aid in preventing untimely interruptions in services and is helpful in preventing major failures.

Purpose of Preventative Maintenance

The facilities preventative maintenance program is established to ensure adequate performance of

preventative maintenance on EPA owned equipment and facilities. Its principal purpose is to detect potential problems and perform required maintenance before major problems develop.

3.4 Quality Assurance-

A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this contract, quality assurance refers to action by the government.

3.5 Quality Assurance Evaluator (QAE)-

A functionally qualified person who performs quality assurance functions for a contracted service. For the purposes of this contract the QAE shall be the Project Officer or the designated representative of the Project Officer.

3.6 Quality Control-

Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

3.7 Emergency Repair-

Emergency repair involves actions required to promptly respond to a situation in which critical equipment has failed, or is in imminent danger of failing, and to restore it to operating condition as soon as possible.

3.8 Facility Operations and Maintenance Manual (FO&MM)

The FO&MM is a description of the actions, policies and standard operating procedures of the contractor in accomplishment of the work required by the contract. The plan shall contain the schedule description of the work performed to operate the facility, normal operating conditions,

and procedure for reporting or correcting malfunctions or conditions that are not normal.

### 3.9 Scheduled Preventive Maintenance (PM)

This involves performance of inspections and maintenance on a scheduled basis, generally in accordance with the equipment manufacturer's recommendation.

The minimally acceptable level of preventative maintenance necessary to adequately maintain facilities equipment. It contain tests, inspections and routines to be performed to ensure proper operation of facilities equipment and specifies a definite time frame for their performance.

### 3.10 Machinery History Log Book

The Machinery History Log book contains a list of all facilities equipment. The history of each piece of equipment as to how often replacement parts were needed and when repairs were performed.

Logs of this category are used for evaluating equipment efficiency, trouble shooting problems, and predicting repair or maintenance requirements.

## C-4 4.0 GOVERNMENT-FURNISHED PROPERTY

### 4.1 The government will provide the facility's existing equipment, materials and tools.

See (Attachment 6) for list of equipment and tools.

### 4.2 Government-Furnished Facilities.

The Government shall furnish or make available facilities described in (Attachment 10). Government facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified for which work-a-rounds have been established. Should

a hazard be subsequently identified the contractor shall correct OSHA hazards according to industry standards taking into account safety and health priorities. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the responsibility of the contractor.

#### 4.3 Government Furnished Information

The Government will furnish information to the contractor on the day the contract starts which consists of the following items:

Preventive Maintenance Quarterly Schedule  
(Attachment 5) - Lists all machinery covered by Preventive Maintenance Schedule (PMS) and at what intervals checks are to be made during the quarter.

Preventive Maintenance Weekly Schedule  
(Attachment 4) - Lists all machinery that are to have preventive maintenance checks scheduled that week.

Preventive Maintenance Machinery History Log Book  
Gives detailed information on equipment, such as: manufacture, size (HP, KVA, etc.), catalog number, date equipment installed, serial number and other pertinent data.

#### 4.4 Government-Furnished Services.

The Government will furnish hot and cold running water, electricity, telephone service, sanitary sewers and refuse collection at no cost to the contractor for the sole purpose of accomplishing this contract and shall not be used for any other purpose.

### C-5 5.0 SPECIFIC FACILITY OPERATION AND MAINTENANCE TASKS

The operation and maintenance of facilities, systems and equipment are set forth in this Statement of Work.

The three functions (Management, Operation, and Scheduled Preventative Maintenance) are particularly important because they have a direct effect on the success of the MEL Quality Assessment (QA) program.

## **5.1 GENERAL PERFORMANCE REQUIREMENTS**

5.1.1 Contractor shall provide the following facility operation and maintenance functions as described in this statement of work:

- Preventive Maintenance
- Unscheduled Maintenance
- Maintenance for Correcting Problems
- Program Control
- Outage Coordination
- Emergency Repair
- Operating Records Maintenance
- Program Support

5.1.2 MEL General Information.

- A. The contractor shall develop an information plan for providing and maintaining operating information that is readily available to the Project Officer within one month of the contract award. A copy of the plan shall be included in the FO&MM.
- B. The contractor shall operate and maintain all piping valves, connections and return drain lines associated with the Laboratory Seawater System.

## **5.2 SUMMARY OF FACILITY SYSTEMS AND EQUIPMENT TO BE OPERATED, MAINTAINED, AND REPAIRED BY THE CONTRACTOR.**

(See **Attachment 4** - Preventive Maintenance Weekly Schedule, for list of major equipment items).

The contractor shall operate, maintain and repair:

- Heating, ventilating, and air conditioning equipment, including boilers, chillers, heat

pumps, fans, air filters, chemical fume hoods, and cooling towers.

- All water treatment, distribution and drain system, such as domestic, heating, cooling, and reverse osmosis.
- Other laboratory support systems such as compressed air, propane, and vacuum.
- Electrical systems and equipment including switch gear, panels, transformers, and emergency (Diesel) electrical power generators.
- All refrigeration equipment including refrigerators, freezers, ultra low temperature freezers, constant temperature rooms, environmental chambers and environmental systems.
- Fire extinguishers, emergency showers and eye wash units.

### **5.3 MANAGEMENT**

Contractor's on-site manager shall ensure quality assurance of all services rendered to the facility occupants and users. Contractor shall:

- provide accurate, timely and complete reports on the status of the facilities and projects underway;
- analyze existing procedures and recommending changes to improve efficiency of operations;
- plan, schedule and coordinate the work to effectively utilize the Contractor's staff; prioritize workload in the efforts of the various functions described in this Statement of Work;
- prepare and maintain the Facility Operation & Maintenance Manual (FO&MM);

- follow established Health/Safety and Environmental Compliance regulations.

#### **5.4 FACILITY OPERATION**

The contractor shall provide general facility operation support. The contractor shall:

- provide routine recurring checks, tests, repairs, adjustments, observations, data recording, and troubleshooting associated with the operation of the facility;
- perform daily and weekly activities to assure that the utilities, systems, and equipment of the facilities are operating in the proper manner;
- perform work as described in the Contractor's Facility Operations & Maintenance Manual(FO&MM). Additional information regarding the FO&MM is provided 5.13 of this Statement of Work.

#### **5.5 MAINTENANCE PERSONNEL RESPONSIBILITIES FOR CORRECTING PROBLEMS**

When an indication of impending equipment failure is found during routine scheduled preventive maintenance, contractor shall make repairs promptly, so as not to interfere with the operation of the equipment. The contractor shall correct the problem and record the maintenance performed on the machine history card. If the problem is of a magnitude that correction will interfere with the operation of the equipment, maintenance personnel shall inform their on-site manager who will evaluate the problem and determine what corrective action will be taken. The on-site manager shall keep the Project Officer informed of any problems that may interfere with the routine operation of the laboratory.

5.5.1 Program Control

A. Contractor's on-site manager shall assign all PMS to be performed weekly.

B. Contractor shall provide a written status report of PM services and Technical Directives assigned the previous week. The Project Officer will make weekly inspections and report all services not accomplished or unsatisfactory accomplished to the on-site manager.

C. Contractor shall perform all PM's on the weekly PM log or explain on the back of the weekly PMS schedule as to why it was not completed. When an item is carried over for more than 4 weeks, the contractor shall document on the Machinery History card.

5.5.2 Implementation

Contractor shall assign responsibilities for implementing the PMS schedule to his/her representative, who will be responsible for keeping the Project Officer informed of any deviation from the preventative maintenance schedule and for recommending deletions or additions necessary to upgrade the program.

**5.6 OUTAGE COORDINATION**

Contractor shall obtain the Project Officer's approval prior to shutting down equipment affecting laboratory operations. The contractor shall provide the approximate time of outage necessary for repair.

**5.7 PREVENTATIVE MAINTENANCE (PM)**

Contractor shall perform PM to discover conditions and adjust or repair them while they are still



minor. Contractor shall perform all electrical work in accordance with the National Electrical Codes.

PM has priority over all work except Emergency Repairs or as indicated by the Project Officer. The contractor shall perform PM on the established schedule to assure the quality of the scientific data produced in the laboratory and to avoid compromise of the health and safety related conditions in the laboratory.

#### 5.7.1 Major Equipment Items

A. Heating, Ventilation and Air conditioning (HVAC) equipment. The Contractor shall perform unscheduled maintenance and repair on(HVAC) systems as follows:

Air Filters & Housings

Air Grills & Dampers

Air Handling Units

All Sight Glasses

Belt Drives Including Belts & Pulleys

Boilers & All Associated Equipment & Controls

Chemical Fume Hoods

Constant Temperature rooms & All Associated Equipment & Controls

Duct-work, stacks, supports, and piping systems

Electric Motors

Exhaust Ventilation Systems

Electric heaters

Humidifier Systems

Pumps, Refrigeration Units)

Refrigerant Piping

Equipment and Controls

Primary Water Chillers and condenser

water baths used with scientific  
equipment)

Electric, Electronic, Pneumatic

Automatic Controls

Temperature Controls

Unit Heaters

B. Electrical Power and Lighting Systems.  
Contractor shall perform unscheduled

and lighting systems as follows:

Conduit and wiring systems

Electrical lighting panels and  
circuit breakers

inspection and shunt testing

Electrical power panels and circuit

Electrical receptacle devices

Electrical Switch Gear

Electric Transformers

Emergency Electrical Generator and  
Associated Equipment

Exterior building and parking area  
lights

Light fixtures and lamps

Motors & Drive Assemblies

Relays

Exercise the emergency diesel  
generator, Computer Room, and  
Analytical Chemistry UPS system

Other electrical services in  
support of other elements of this  
Statement of Work

Electric Starters

C. Water, Drain and Distribution Systems.  
The Contractor shall perform unscheduled  
maintenance and repair on water drain and  
distribution systems as follows:

Acid waste drains and vents

Clean-out Traps - Laboratory and Other

Deionizers

Domestic Hot and Cold Water

Drinking Fountains

Emergency Showers and Eye Wash Fountains

Float Valves

Floats & Float Switches

Flow Meters

Flush Valves

Hand Valves (Globed, Gate, Plug)

Hot Water Heaters

HVAC heating and cooling water

Pipe Insulation

Pipe Supports, Hangers & Brackets,  
Extension Joints

Pressure Controls

Pressure Regulators

Primary high quality water systems  
including water filters, deionization  
cartridges and purification systems

Sanitary sewer drains and vents

Water Circulating Pump (Heating, Cooling  
& Domestic Hot Water)

Water Faucets - Hot & Cold - Laboratory  
& Other

Water regulating Valves (e.g., 3-Way)

Water Strainers

5.7.2 Contractor shall perform ground  
maintenance as follows:

A. Cut grass, trimming, edging of lawn  
area when grass exceeds 2" growth or if  
directed by the Project Officer.

B. Tree and shrubs pruning to remove dead

wood, low hanging branches, overgrowth, and removal of debris and clean up of storm

C. Removal of vegetation approaching the parking lot and road entrance, paint curbs,

D. Snow/ice removal of sidewalks and emergency door exits if over 1" snow fall or

### 5.7.3 Other Laboratory Support and Distribution

The Contractor shall perform unscheduled maintenance and repair to other laboratory

follows:

Laboratory Fume Hood testing and

Piping - Pyrex, Polypropylene, P.V.C., fiberglass, cast iron

real property air compressors

Fire Protection System.

- Power supplies, chargers, and batteries

- Fume hood alarm devices

- High and low temperature monitoring

- Revisions of system to meet new requirements as directed in Technical

Directive approved and issued by the  
Project Officer

Access Control System (used to maintain  
building security).

- Access control hardware, i.e., panic bars, strikes, switches, and door monitoring contacts.

## **5.8 EMERGENCY REPAIR**

Contractor shall give emergency repair precedence over all other categories of operations and maintenance work.

### **5.8.1 Emergency repair work**

A. Contractor shall perform temporary repair or modification of equipment to provide an alternate method of continuing laboratory operations.

B. Contractor shall recommend the need to make emergency repair and the action to be taken, subject to the approval of the Project Officer.

### **5.8.2 Response to emergencies:**

A. Contractor shall establish emergency action plans for anticipated emergency situations at the MEL facilities. The plans shall include notification procedures and training requirements in addition to the emergency actions to be taken to assure prompt and effective action if an emergency occurs.

B. Contractor shall respond to the MEL facilities within 10 minutes during occupied times (Monday thru Friday 7:30am to 5:30pm) and 60 minutes during unoccupied times (Monday thru Friday 5:30pm to 7:30am and 24 hour day on weekends and holidays) for onsite

emergency.

#### **FACILITY SUPPORT**

Contractor shall provide maintenance, repair, direct and exclusive use by the facility. repairs and alterations to the laboratory. subsequent to receipt of a written Technical

##### **5.9.2 General Support for unscheduled tasks**

that must be accomplished for operation of used to maintain the facility, supplies, and storm damage, and other similar in nature

Contractor shall respond within 8 hours for obstructions to facilities.

#### **SUPERVISORY AND PERSONNEL REQUIREMENTS**

manager shall have full responsibility and statement of work. He/she must have three (3) an administrative position or comparable work at a project manager shall have experience in all work.

shall have as a minimum, 3 years experience in the mechanical, electrical and the air conditioning field.

#### **5.11 OFFICE/SHOP SPACE**

5.11.1 Office and shop space will be assigned to the contractor for his/her employee's for use in the performance of the work of the contract. The contractor shall keep the facility in a neat, clean and orderly condition.

5.11.2 The Government will not be responsible in any way for damage to the contractor's employees personal belongings.

#### **5.12 OPERATING RECORDS**

The contractor shall maintain operating logs, and records. The original copies of all logs and records are property of EPA.

5.12.1 Contractor shall maintain the MEL Machinery History log book, located in the Contractors's office. The Machinery History Log book shall be made available upon the Project Officer's request. Machinery History records shall be maintained for boilers, water chillers, water treatment systems, filters, HVAC systems, other environmental systems and similar equipment.

5.12.2 Contractor shall maintain supplies, materials and parts records to determine appropriate stock levels and reorder points.

5.12.3 Contractor shall maintain and secure other records regarding the indirect effort in support of the contract.

#### **5.13 FACILITY OPERATIONS AND MAINTENANCE MANUAL (FO&MM)**

5.13.1 Contractor shall prepare the FO&MM for MEL. The contractor shall provide two copies of



the FO&MM to the Project Officer within 30 work days of the contract award.

keep it up-to-date. The contractor shall document all changes in the FO&MM within 5 work days.

loose leaf in a two inch binder with not more than 150 pages of text and shall contain, as a minimum,

- A. Contractor operations on-site
- B. Normal building operation.
- D. PM program.
- E. Emergency action plans.

maintaining operating information.

#### **MAINTENANCE SCHEDULE**

5.14.1 Office Equipment. Contractor shall provide similar equipment throughout the facility.

5.14.2 Security. Contractor shall secure the checks on duty days; the security checks shall include non-secured facility operations items such and checks.

#### **5.15 REPORTS OF WORK ACTIVITIES**

Contractor shall prepare and submit an Annual Work Plan as prescribed in **Reports of Work(Attachment 3)**.

contractor intends to accomplish the requirements of this Statement of Work. The contractor shall

to the procedures described in **Reports of Work**

(Attachment 3) and attend a meeting on Monday of each week.

ATTACHMENT 2

GOVERNMENT QUALITY ASSURANCE PLAN

## Government Quality Assurance Plan

REF. SOW Task No.	Required Services	Performance Standards	Maximum Allowable Deviation Requirement	Method of Surveillance	*Disincentives
5.5 and 5.7 thru 5.7.3	1. Preventative Maintenance (PM)	Services to be provided in accordance with the Preventative Maintenance Schedules without unnecessary delays or interference with the laboratory functions.	None (except for parts on order)	Random selecting from PM schedule	(1) - 15% (2) - 10% (3) - 5%
5.12; 5.13 and 5.15	2. Work Documentation/ Service Facility Operation & Maintenance Manual and Operating Records	Clear, Complete, and Accurate entries must be made at time work is performed.	None	Random	(1) - 7% (2) - 3% (3) - 2%
5.7 and 5.7.1 (B)	3. Electrical Repair	All work must be in accordance with National Electrical Codes	None	Random	(1) - 7% (2) - 3% (3) - 2%
5.6 and 5.8	4. Emergency Repair and Outage Coordination	10 minutes response during occupied time (7:30 am to 5:30 pm), One hour response during unoccupied time (5:30 pm to 7:30 am). Coordinate outage with the Project Officer.	Delays and outage coordination shall be no more than 10% of all calls/occurrences per month.	100% inspection	(1) - 7% (2) - 3% (3) - 2%

5.4; 5.5 and 5.9	5. Facility Operation and Support	Routine recurring checks, tests, and repairs must be performed in accordance with the Facility Operations & Maintenance Manual (FO&MM) as not to intrude on laboratory functions	None (not including parts on order)	Random	(1) - 5%  (2) - 3%  (3) - 2%
5.15	6. Equipment not Covered under the Preventive Maintenance Schedule	Setting of the Security System must be routinely performed.	None	Random	(1) - 3%  (2) - 2%  (3) - 1%

\* This disincentive shall be calculated from the total contract unit price per month.

(1) When 100 - 65% of the required service does not meet the Performance Standards

(2) When 64 - 25% of the required service does not meet the Performance Standards

(3) When 24 - 1% of the required service does not meet the Performance Standards

ATTACHMENT 3

## REPORTS OF WORK

1. ANNUAL WORK PLAN - The Contractor shall prepare an Annual Work Plan within the first month of each contract year. The Work Plan shall provide the detailed implementation information necessary to complete the Performance Work Statement (PWS). The Work Plan shall contain the following components:

### A. Organization and Management

1. Describe the overall organizational structure which clearly delineates the responsibilities, lines of authority and management approach utilized by the Contractor and Project Manager.

2. Describe how (technical approach) the major work activities comprising the statement of work for this contract will be implemented:

- 1) Program Management/Facility Documentation;

- 2) Scheduled Preventative Maintenance;

- 3) Maintenance and Repair.

### B. Personnel Policies for Recruitment and Retention

Describe the policies and plans proposed to recruit, hire, train, and retain qualified personnel for performance under this contract to fulfill the requirements of the Statement of Work.

### C. Communication Mechanism

Describe the communication mechanism proposed to ensure effective coordination and timely management of activities to be conducted under this contract, including a discussion of how communications will be instituted and maintained to ensure effective interaction with any subcontractors and with EPA Project Officer.

### D. Control Mechanisms

Describe the proposed plan to ensure that contractor team members conform to the letter and intent of EPA ORDER 1901.1A dated April 14, 1994.

### E. Preventative Maintenance Schedule

Specify the Preventive Maintenance Schedule by identifying all planned preventive maintenance for each piece of equipment identified in Attachment V.

### F. Safety Program

Describe the proposed safety program to ensure contractor employees are performing their contract duties in a safe manner. This plan must meet all the federal and state safety requirements for performing work of the nature described in the contract and shall also include a medical monitoring program.

**Distribution:**

Contractor shall provide 3 copies of the Monthly Progress Report

Project Officer	2 copies
Contracting Officer	1 copy

2. WEEKLY TECHNICAL REPORT AND MEETING

The Contractor shall submit to the Project Officer a Weekly Technical Report. The due date for this report is on Monday of each week at the time of the meeting designated by the Project Officer. The purpose of this report and concurrent meeting is to facilitate the communication and operational coordination between EPA and the Contractor.

The report shall identify significant events and problems for each of the major work activities comprising the statement of work for this contract.

At this meeting, the Contractor's Project Manager shall be prepared to discuss the status of current Work Order Requests, problems encountered, and prioritization of workload. Other meetings between the Contractor's Project Manager and the Project Officer will occur on an as needed basis. Notes of discussions will be maintained by the Project Officer.

**Distribution:**

Contractor shall provide 3 copies of the Monthly Progress Report

Project Officer	2 copies
Contracting Officer	1 copy

3. MONTHLY PROGRESS REPORTS

The Contractor shall furnish the monthly Progress Report to the Project Officer. The report shall be submitted on or before the tenth of each month following the first complete calendar month of the contract.

A. Hours Report

The Contractor shall provide a report of all hours delivered, grouped by the five major work activities and then by task. Hours shall be identified by position with task and work activity totals. The report shall contain monthly and year-to-date totals.



The word "task" is defined as a Technical Directive, Preventive Maintenance or the following activities under work activity.

Program Management/Facility Documentation:

1. Program Management and Administration
  2. Maintain Equipment History Files (Electronic Files)
  3. Startup Equipment History Files (Paper Files)
  4. Maintain Equipment History Files (Paper Files)
  5. Startup Facility Operations Manual
  6. Maintain Facility Operations Manual
- B. Work Order Status

The Contractor shall provide a report of all open and completed work orders during the reporting period. This report shall include scheduled completion date, actual completion date.

The report shall provide summary of work order activity (i.e., the percent of work orders completed as compared to work orders issued and other parameters), distribution of work orders by due date, and distribution of work orders by date originated.

C. Deliverable Status

The Contractor shall provide a report of all deliverables identified in the PWS or Attachment 6 - Reports of Work. The report will contain the scheduled completion date, actual completion date and any significant events or problems.

D. Monthly Preventive Maintenance Schedule

The Contractor shall provide a weekly Preventive Maintenance Schedule identifying all planned preventive maintenance for the coming week and preventive maintenance completed during the previous week (i.e., the reporting period). The report shall include a listing of equipment, frequency. Summary reports by trade of planned, completed and outstanding preventive maintenance will be provided. The Preventive Maintenance Schedule for the first month of the contract performance shall be submitted within 2 work days after the effective date of this contract.

**Distribution:**

Contractor shall provide 3 copies of the Monthly Progress Report

Project Officer	2 copies
Contracting Officer	1 copy

4. STATUS REPORT/MANAGEMENT REVIEW

The Contractor shall make two management site visits per year. The Contractor shall review management systems, customer satisfaction, (Project Officer) and other laboratory personnel through the PO, and technical performance. A status report of this visit, including findings and recommendations, shall be delivered to the Project Officer within 30 days of each visit. The reports are due on April 30 and October 30 of each contract year.

**Distribution:**

Contractor shall provide 3 copies of the Monthly Progress Report

Project Officer	2 copies
Contracting Officer	1 copy

ATTACHMENT 4

WEEKLY PREVENTATIVE MAINTENANCE SCHEDULES



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
 MANCHESTER ENVIRONMENTAL LABORATORY  
 7411 BEACH DRIVE EAST.  
 PORT ORCHARD, WA. 98366

## WEEKLY PREVENTATIVE MAINTENANCE SCHEDULE

WEEK 1

DATE: \_\_\_\_\_

D = DAILY

W = WEEKLY

M = MONTHLY

Q = QUARTERLY

SA = SEMI-ANNUALLY

A = ANNUALLY

FACILITY ITEM		LOCATION	IT	S	M	T	W	T	F
			CHED						
1	AIR CONDITIONER CHILLER # 1	ROOM 20							
2	AIR CONDITIONER CHILLER # 2	ROOM 20							
3	BOILER # 1	ROOM 20							
4	BOILER # 2	ROOM 20							
5	BOILER # 3	WET LAB							
6	BOILER # 4	WET LAB							
7	BOILER # 5	LAB 8							
8	BOILER # 6	LAB 10							
9	BOILER BLOW DOWN TANK	ROOM 20							
10	CHEMICAL FEED TANK	ROOM 20							
11	CONSTANT TEMP. ROOM	ROOM 34							
12	CONSTANT TEMP. ROOM	ROOM 56							
13	CONSTANT TEMP. ROOM	ROOM 57							
14	CONSTANT TEMP. ROOM	ROOM 61							
15	CONSTANT TEMP. ROOM	ROOM 62							
16	CONSTANT TEMP. ROOM	WET LAB							
17	DISHWASHER	LAB 2							
18	DISHWASHER	WET LAB							
19	EMERGENCY GENERATOR	ROOM 21							
20	EMERGENCY LIGHTS	ROOM 21							
21	EYEWASH UNITS	THROUGHOUT FACILITY							
22	FIRE EXTINGUISHERS	THROUGHOUT FACILITY							
23	FORK LIFT	WAREHOUSE							
24	FREEZER # 7	LAB 10A							

25	<b>FREEZER # 11</b>	<b>ROOM 76</b>							
26	<b>FREEZER # 12</b>	<b>ROOM 76</b>							
27	<b>FREEZER # 13</b>	<b>ROOM 76</b>							
28	<b>FREEZER # 14</b>	<b>ROOM 76</b>							
29	<b>FREEZER # 22</b>	<b>LAB 28</b>							
W1	<b>FACILITY ITEM</b>	<b>LOCATION</b>	<b>IT</b>	<b>SCHED</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
30	<b>FREEZER # 26</b>	<b>SOIL SAMPLE SHED</b>							
31	<b>FREEZER # 29</b>	<b>WAREHOUSE CAGE</b>							
32	<b>FREEZER # 30</b>	<b>WAREHOUSE CAGE</b>							
33	<b>FREEZER # 31</b>	<b>WAREHOUSE CAGE</b>							
34	<b>FREEZER # 32</b>	<b>WAREHOUSE CAGE</b>							
35	<b>FREEZER # 33</b>	<b>WAREHOUSE CAGE</b>							
36	<b>FREEZER # 35</b>	<b>WAREHOUSE CAGE</b>							
37	<b>FREEZER # 36</b>	<b>WAREHOUSE CAGE</b>							
38	<b>FURNACE # 1</b>	<b>WET LAB</b>							
39	<b>FURNACE # 2</b>	<b>WET LAB</b>							
40	<b>FURNACE # 3</b>	<b>FIELD TRAILER</b>							
41	<b>FUEL OIL TANK</b>	<b>S. OF BIOLOGY WING</b>							
42	<b>LAWN MOWER</b>	<b>GARDEN SHACK</b>							
43	<b>LAWN TRACTOR</b>	<b>GARDEN SHACK</b>							
44	<b>PALLET JACK # 1</b>	<b>WAREHOUSE</b>							
45	<b>PALLET JACK # 2</b>	<b>WAREHOUSE</b>							
46	<b>PALLET JACK # 3</b>	<b>WAREHOUSE</b>							
47	<b>P-20 W/L BOILER # 1 CIRC. PUMP</b>	<b>WET LAB</b>							
48	<b>P-21 W/L BOILER # 2 CIRC. PUMP</b>	<b>WET LAB</b>							
49	<b>REFRIGERATOR # 10</b>	<b>RECEIVING ROOM</b>							

50	REFRIGERATOR # 15	ROOM 76							
51	REFRIGERATOR # 20	LAB 25							
52	SCISSOR LIFT	HAZMAT DOCK							
53	SURGE TANK	SURGE TANK BUILDING							
54	STEAM REGULATING VALVE	ROOM 20							
55	SALT WATER SYSTEM	WET LAB							

 <div style="text-align: center;">             UNITED STATES ENVIRONMENTAL PROTECTION AGENCY              MANCHESTER ENVIRONMENTAL LABORATORY              7411 BEACH DRIVE EAST.              PORT ORCHARD, WA. 98366           </div>										
<h2 style="margin: 0;">WEEKLY PREVENTATIVE MAINTENANCE SCHEDULE</h2>										
WEEK <u>  2  </u>						DATE: <u>          </u>				
<div style="display: flex; justify-content: space-between; font-size: small;"> <span>D = DAILY</span> <span>W = WEEKLY</span> <span>M = MONTHLY</span> <span>Q = QUARTERLY</span> <span>SA = SEMI-ANNUALLY</span> <span>A = ANNUALLY</span> </div>										
	FACILITY ITEM	LOCATION	IT	S CHED	M	T	W	T	F	
1	AIR DRYER	ROOM 20								
2	CHILLER # 1	WET LAB								
3	CLEAN AIR HOOD	LAB 14a								
4	CONTROL AIR COMPRESSOR	ROOM 20								
5	DOORS	FACILITY								
6	EMERGENCY SHOWERS	THROUGHOUT FACILITY								
7	EYEWASH UNITS	THROUGHOUT FACILITY								
8	FENCE LINE	FACILITY								
9	HEAT PUMP # 1	DOE ROOF EAST								
10	HEAT PUMP # 2	DOE ROOF MIDDLE								
11	HEAT PUMP # 3	DOE ROOF WEST								
12	HEAT PUMP # 4	ROOF WEST ANNEX BUILDING								
13	HEAT PUMP # 5	LAB 13								
14	HEAT PUMP # 6	LAB 14								

15	HEAT PUMP # 7	NORTH OFFICE BUILDING								
16	HEAT PUMP # 8	NORTH OFFICE BUILDING								
17	HEAT PUMP # 9	NORTH OFFICE BUILDING								
18	HEAT PUMP # 10	FASP TRAILER								
19	HOT WATER CIRC. SYSTEM	ROOM 20								
20	HOT WATER HEATER # 1	ROOM 20								
21	HOT WATER HEATER # 2	DOE OFFICE BUILDING								
22	HOT WATER HEATER # 3	WEST OFFICE BUILDING								
23	HOT WATER HEATER # 4	WAREHOUSE								
24	HOT WATER HEATER # 5	WET LABORATORY								
25	HOT WATER HEATER # 6	FIELD TRAILER								
26	HOT WATER HEATER # 7	NORTH OFFICE BUILDING								
27	HOT WATER HEATER # 8	BOAT SHED								
28	ICE MACHINE	ROOM 60								
29	L. P. AIR COMPRESSOR # 1	ROOM 20								
W2	FACILITY ITEM	LOCATION	IN	S	M	T	W	T	F	
			CHED							
30	L. P. AIR COMPRESSOR # 3	WET LABORATORY								
31	L. P. AIR COMPRESSOR # 4	WAREHOUSE MIZZEN								
32	L. P. AIR COMPRESSOR # 5	FIELD STORAGE								
33	L. P. AIR COMPRESSOR # 6	SURGE TANK BUILDING								
34	REFRIGERATOR/FREEZER # 1	LAB 1								
35	REFRIGERATOR /FREEZER # 2	LAB 2								
36	REFRIGERATOR/FREEZER # 3	ROOM 7								
37	REFRIGERATOR/FREEZER # 4	LAB 6								
38	REFRIGERATOR/FREEZER #6	LAB 10								

39	REFRIGERATOR/FREEZER # 8	LAB 11							
40	REFRIGERATOR/FREEZER # 9	OFFICE BUILDING							
41	REFRIGERATOR/FREEZER # 16	LUNCH ROOM							
42	REFRIGERATOR/FREEZER # 17	WAREHOUSE FLOOR							
43	REFRIGERATOR/FREEZER # 18	LAB 23							
44	REFRIGERATOR/FREEZER # 19	LAB 23							
45	REFRIGERATOR/FREEZER # 21	WAREHOUSE FLOOR							
46	REFRIGERATOR/FREEZER # 23	LAB 32							
47	REFRIGERATOR/FREEZER # 24	LAB 32							
48	REFRIGERATOR/FREEZER # 25	LAB 35							
49	REFRIGERATOR/FREEZER # 27	GARAGE							
50	REFRIGERATOR/FREEZER # 37	WAREHOUSE FLOOR							
51	REFRIGERATOR/FREEZER # 38	FIELD STORAGE							
52	REFRIGERATOR/FREEZER # 39	WAREHOUSE MIZZEN							
53	REFRIGERATOR/FREEZER # 40	WET LAB STORAGE							
54	REFRIGERATOR/FREEZER # 41	WET LAB STORAGE							
55	REFRIGERATOR/FREEZER # 42	WET LAB							
56	REFRIGERATOR/FREEZER # 43	LAB 8							
57	R. O. SYSTEM	ROOM 20 MIZZEN							
58	VACUUM PUMP # 1	ROOM 20							
59	VACUUM PUMP # 2	ROOM 20							
60	VACUUM PUMP # 3	WET LAB							





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
 MANCHESTER ENVIRONMENTAL LABORATORY  
 7411 BEACH DRIVE EAST.  
 PORT ORCHARD, WA. 98366

## WEEKLY PREVENTATIVE MAINTENANCE SCHEDULE

WEEK 3

DATE: \_\_\_\_\_

D = DAILY

W = WEEKLY

M = MONTHLY

Q = QUARTERLY

SA = SEMI-ANNUALLY

A = ANNUALLY

FACILITY ITEM		LOCATION	IT	S	M	T	W	T	F
			CHED						
1	AIR CONDITIONER CHILLER # 3	WET LAB							
2	AIR COOLED CONDENSER	MAIN LAB ROOF							
3	AIR CONDITIONER # 1	FIELD TRAILER							
4	AIR CONDITIONER # 2	FIELD TRAILER							
5	AIR CONDITIONER	HALLWAY							
6	AIR CONDITIONER	LAB 11							
7	AIR CONDITIONER	LAB 15							
8	AIR CONDITIONER	LAB 6							
9	AIR CONDITIONER	LAB 51							
10	AIR CONDITIONER # 1	WET LAB							
11	AIR CONDITIONER	WET LAB							
12	AIR COOLED CONDENSER	WET LAB							
13	CATCH BASINS	FACILITY							
14	CHILL WATER CIRC. SYSTEM	ROOM 20							
15	CHILLER # 2	WET LAB							
16	EYE WASH UNITS	THROUGHOUT FACILITY							
17	HOODS	FACILITY							
18	P-1 HOT WATER CIRC. PUMP	ROOM 20							
19	P-2 HOT WATER CIRC. PUMP	ROOM 20							
20	P-3 HOT WATER CIRC. PUMP	ROOM 20							
21	P-4 HOT WATER CIRC. PUMP	ROOM 20							
22	P-5 BOILER FUEL OIL PUMP	ROOM 20							
23	P-6 BOILER FUEL OIL PUMP	ROOM 20							

24		ROOM 20							
25		ROOM 20							
26	PUMP	ROOM 20							
	P-10 EMER. GEN.. F/O PUMP	ROOM 20							

	FACILITY ITEMS	LOCATION		S	M		W	T	
28		ROOM 20							
29		ROOM 20							
30		ROOM 20							
31		ROOM 20							
32		ROOM 20							
33		WET LABORATORY							
	P-17 CHILL WATER PUMP	WET							
35	P-19 WET LAB SALT WATER PUMP	LABORATORY							
	P-22 LIFT STATION PUMP	N. OF							
37	P-23 LIFT STATION PUMP	WAREHOUSE							
38		LAB LOADING DOCK							
	P-25 CATCH BASIN PUMP	NORTH OF							
40	P-26 CATCH BASIN PUMP	WAREHOUSE							



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
 MANCHESTER ENVIRONMENTAL LABORATORY  
 7411 BEACH DRIVE EAST.  
 PORT ORCHARD, WA. 98366

## WEEKLY PREVENTATIVE MAINTENANCE SCHEDULE

WEEK 4

DATE: \_\_\_\_\_

D = DAILY

W = WEEKLY

M = MONTHLY

Q = QUARTERLY

SA = SEMI-ANNUALLY

A = ANNUALLY

FACILITY ITEM		LOCATION	IT	S	M	T	W	T	F
			CHED						
1	BASEBOARD HEATERS	MAIN LABORATORY							
2	COOLING WATER TOWER	ROOM 20							
3	DE-HUMIDIFIER FOR LAB 3	ROOM 20							
4	DE-HUMIDIFIER MICROBALANCE	FITNESS CENTER							
5	DRINKING WATER COOLER	ADMIN WING							
6	DRINKING WATER COOLER	BIOLOGY WING							
7	DRINKING WATER COOLER	CHEMISTRY WING							
8	DRINKING WATER COOLER	SOUTH OFFICE BUILDING							
9	DRINKING WATER COOLER	WAREHOUSE							
10	DRINKING WATER COOLER	NORTH OFFICE BUILDING							
11	EXHAUST FAN EF - 1	ROOM 20							
12	EXHAUST FAN EF - 2	ROOM 20							
13	EXHAUST FAN EF - 3	ROM 20							
14	EXHAUST FAN EF - 4	ROOF ADMIN WING							
15	EXHAUST FAN EF - 5	ROOF ADMIN WING							
16	EXHAUST FAN EF - 6	ROOF ADMIN WING							
17	EXHAUST FAN EF - 7	ROOF ADMIN WING							
18	EXHAUST FAN EF - 8	ROOF ADMIN WING							
19	EXHAUST FAN EF - 9	ROOF ADMIN WING							
20	EXHAUST FAN EF - 10	ROOF ADMIN WING							

21	EXHAUST FAN EF - 12	ROOF S. CHEM WING								
22	EXHAUST FAN EF - 13	ROOF S. CHEM WING								
23	EXHAUST FAN EF - 15	ROOF S. CHEM WING								
24	EXHAUST FAN EF - 19	ROOF S. CHEM WING								
25	EXHAUST FAN EF - 20	ROOF S. CHEM WING								
26	EXHAUST FAN EF - 21	ROOF S. CHEM WING								
27	EXHAUST FAN EF - 22	ROOF S. CHEM WING								
28	EXHAUST FAN EF - 23	ROOF S. CHEM WING								
29	EXHAUST FAN EF - 24	ROOF S. CHEM WING								
W4	FACILITY ITEM	LOCATION	IT	S	M	T	W	T	F	
			CHED							
30	EXHAUST FAN EF - 25	ROOF S. CHEM WING								
31	EXHAUST FAN EF - 26	ROOF N. CHEM WING								
32	EXHAUST FAN EF - 27	S. W. ROOF VENT								
33	EXHAUST FAN EF - 28	ROOF N. CHEM WING								
34	EXHAUST FAN EF - 29	ROOF N. CHEM WING								
35	EXHAUST FAN EF - 30	ROOF N. CHEM WING								
36	EXHAUST FAN EF - 31	ROOF N. CHEM WING								
37	EXHAUST FAN EF - 32	ROOF RECEIVING RM.								
38	EXHAUST FAN EF - 33	ROOF N. BIO. WING								
39	EXHAUST FAN EF - 34	ROOF N. BIO. WING								
40	EXHAUST FAN EF - 35	ROOF N. CHEM WING								
41	EXHAUST FAN EF - 36	ROOF ROOM 20								
42	EXHAUST FAN EF - 37	ROOF N. CHEM WING								
43	EXHAUST FAN EF - 38	ROOF N. CHEM WING								
44	EXHAUST FAN EF - 39	WET LAB HOOD								
45	EXHAUST FAN EF - 40	WET LAB MECHANICAL ROOM								
46	EXHAUST FAN EF - 41	WET LAB ATTIC								
47	EXHAUST FAN EF - 42	FIELD STORAGE ROOM								
48	EXHAUST FAN EF - 43	WET LAB								
49	EXHAUST FAN EF - 44	WAREHOUSE DRY STORAGE								
50	EXHAUST FAN EF - 45	WAREHOUSE DRY STORAGE								

51	EXHAUST FAN EF - 46	SHOP								
52	EXHAUST FAN EF - 47	FASP TRAILER								
53	EXHAUST FAN EF - 48	FASP TRAILER								
54	EXHAUST FAN EF - 49	HAZMAT ROOF								
55	EXHAUST FAN EF - 50	HAZMAT ROOF								
56	EXHAUST FAN EF - 51	HAZMAT ROOF								
57	EXHAUST FAN EF - 52	HAZMAT ROOF								
58	EXHAUST FAN EF - 53	NEUTRALIZATION BUILDING								
59	1 ELECTRIC HEATER #	ROOM 3								
60	2 ELECTRIC HEATER #	DRY STORAGE WAREHOUSE								
61	3 ELECTRIC HEATER #	DRY STORAGE WAREHOUSE								
62	4 ELECTRIC HEATER #	DRY STORAGE WAREHOUSE								
63	5 ELECTRIC HEATER #	RECEIVING ROOM								
64	6 ELECTRIC HEATER #	RECEIVING ROOM								
W4	FACILITY ITEM	LOCATION	IT	S CHED	M	T	W	T	F	
65	7 ELECTRIC HEATER #	RECEIVING ROOM								
66	8 ELECTRIC HEATER #	HALLWAY								
67	9 ELECTRIC HEATER #	HALLWAY								
68	10 ELECTRIC HEATER #	HALLWAY								
69	11 ELECTRIC HEATER #	HALLWAY								
70	12 ELECTRIC HEATER #	HALLWAY								
71	13 ELECTRIC HEATER #	HALLWAY								
72	14 ELECTRIC HEATER #	FIELD STORAGE								
73	15 ELECTRIC HEATER #	FIELD STORAGE								

74	16	ELECTRIC HEATER #	DOE CONFERENCE							
75	17	ELECTRIC HEATER #	DOE DRY STORAGE							
76	18	ELECTRIC HEATER #	REST ROOM WAREHOUSE							
77	19	ELECTRIC HEATER #	REST ROOM WAREHOUSE							
78	20	ELECTRIC HEATER #	SHOWER ROOM WAREHOUSE							
79	21	ELECTRIC HEATER #	SHOWER ROOM WAREHOUSE							
80	22	ELECTRIC HEATER #	WAREHOUSE OFFICE							
81	23	ELECTRIC HEATER #	WAREHOUSE OFFICE							
82	24	ELECTRIC HEATER #	HAZMAT CORRIDOR							
83	25	ELECTRIC HEATER #	XRD ROOM							
84	26	ELECTRIC HEATER #	XRD ROOM							
85	27	ELECTRIC HEATER #	SURGE TANK BUILDING							
86	28	ELECTRIC HEATER #	WET LAB OFFICE							
87	29	ELECTRIC HEATER #	NEUTRALIZATION FACILITY							
88		EYE WASH UNITS	THROUGH OUT FACILITY							
89		GUTTERS	FACILITY							
90		HVAC - 1	OUTSIDE CHEM WING							
91		SECURITY SYSTEM # 1	MAIN LABORATORY							
92		SECURITY SYSTEM # 2	SOUTH OFFICE BUILDING							
93		SECURITY SYSTEM # 3	ANNEX BUILDING							
94		SECURITY SYSTEM # 4	WAREHOUSE							
95		SECURITY SYSTEM # 5	WET LAB							
96		SECURITY SYSTEM # 6	NORTH OFFICE BUILDING							

	<b>SECURITY SYSTEM # 7</b>	<b>PHYSICAL FITNESS</b>							
<b>98</b>	<b>SUPPLY FAN SF - 1</b>								
<b>99</b>	<b>SUPPLY FAN SF - 2</b>								
<b>W4</b>	<b>FACILITY ITEM</b>		<b>IT</b>	<b>S</b> <b>CHED</b>		<b>T</b>	<b>W</b>		<b>F</b>
	<b>SUPPLY FAN SF - 3</b>	<b>ROOM 20</b>							
	<b>SUPPLY FAN SF - 4</b>	<b>ROOM 20</b>							
	<b>SUPPLY FAN SF - 5</b>	<b>WET LABORATORY</b>							
	<b>SUPPLY FAN SF - 6</b>	<b>FASP TRAILER</b>							
	<b>SUPPLY FAN SF - 7</b>	<b>FASP TRAILER</b>							

ATTACHMENT 5

PREVENTIVE MAINTENANCE QUARTERLY SCHEDULE





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
 MANCHESTER ENVIRONMENTAL LABORATORY  
 7411 BEACH DRIVE EAST  
 PORT ORCHARD, WA. 98366

### PREVENTIVE MAINTENANCE QUARTERLY SCHEDULE 3RD QUARTER FY98

MONTHLY - M  SEMI-ANNUALLY - SA		QUARTERLY - Q  ANNUALLY - A	APRIL				MAY				JUNE			
			WEEK				WEEK				WEEK			
FACILITY ITEM			1	2	3	4	1	2	3	4	1	2	3	4
1	AIR CONDITIONER. CHILLER # 1		M				M				M			
2	AIR CONDITIONER. CHILLER # 2		M				M				M			
3	AIR CONDITIONER CHILLER # 3				M				M				M	
4	AIR COOLED CONDENSER LAB ROOF				MQ				M				M	
5	AIR CONDITIONER FIELD TRAILER # 1				M				M				M	
6	AIR CONDITIONER FIELD TRAILER # 2				M				M				M	
7	AIR CONDITIONER HALLWAY				M				M				M	
8	AIR CONDITIONER LAB 11				M				M				M	
9	AIR CONDITIONER LAB 15				M				M				M	
10	AIR CONDITIONER LAB 6				M				M				M	
11	AIR CONDITIONER ROOM 51				M				M				M	
12	AIR CONDITIONER WET LAB # 1				M				M				M	
13	AIR CONDITIONER WET LAB # 2				M				M				M	

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14	AIR COOLED CONDENSER WET LAB			M Q				M				M	
15	AIR DRYER		M				M				M		
16	BOILER # 1	M Q				M				M			

1

MONTHLY - M SEMI -ANNUALLY - SA		QUARTERLY - Q ANNUALLY - A		APRIL				MAY				JUNE			
				WEEK				WEEK				WEEK			
FACILITY ITEM				1	2	3	4	1	2	3	4	1	2	3	4
17	BOILER # 2		M Q					M				M			
18	BOILER # 3		M					M				M Q A			
19	BOILER # 4		M					M Q A				M			
20	BOILER # 5		M					M Q A				M			
21	BOILER # 6		M					M				M Q A			
22	BASEBOARD HEATERS						M				M				M
23	BOILER BLOW DOWN TANK		M					M				M			
24	CONTROL AIR COMPRESSOR			M					M Q				M		
25	CATCH BASINS					Q									
26	CHEMICAL FEED TANK		M					M				M			
27	CHILLER # 1					M				M				M	
28	CHILLER # 2					M				M				M	
29	CLEAN AIR HOOD						M				M	A			M

PR-HQ-99-16031

30	COOLING WATER TOWER			M				M				M	
31	CONSTANT TEMPERATURE ROOM 34	M				M Q				M			
32	CONSTANT TEMPERATURE ROOM 56	M				M Q				M			
33	CONSTANT TEMPERATURE ROOM 57	M				M Q				M			
34	CONSTANT TEMPERATURE ROOM 61	M				M Q				M			
35	CONSTANT TEMPERATURE ROOM 62	M				M Q				M			

2

MONTHLY - M SEMI-ANNUALLY - SA		QUARTERLY - Q ANNUALLY - A		APRIL				MAY				JUNE			
				WEEK				WEEK				WEEK			
FACILITY ITEM				1	2	3	4	1	2	3	4	1	2	3	4
36	LAB	CONSTANT TEMPERATURE ROOM WET		M				M				M			
37		CHILL WATER CIRCULATING SYSTEM		M				M				M			
38		DE-HUMIDIFIER LAB 3													
39		DE-HUMIDIFIER MICROBALANCE ROOM													
40		DISHWASHER LAB 2		M				M				M			
41		DISHWASHER WET LAB		M				M				M			
42		DOORS			M				M				M		
43		DRINKING WATER COOLER # 1									Q				
44		DRINKING WATER COOLER # 2									Q				
45		DRINKING WATER COOLER # 3									Q				

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46	DRINKING WATER COOLER # 4								Q				
47	DRINKING WATER COOLER # 5								Q				
48	DRINKING WATER COOLER # 6								Q				
49	EXHAUST FAN EF-1				M				M				M Q
50	EXHAUST FAN EF-2				M				M				M Q
51	EXHAUST FAN EF-3				M				M				M Q
52	EXHAUST FAN EF-4				M				M				M Q
53	EXHAUST FAN EF-5				M				M				M Q
54	EXHAUST FAN EF-6				M				M				M Q
55	EXHAUST FAN EF-7				M				M				M Q

3

MONTHLY - M SEMI-ANNUALLY - SA		QUARTERLY - Q ANNUALLY - A		APRIL				MAY				JUNE			
				WEEK				WEEK				WEEK			
FACILITY ITEM				1	2	3	4	1	2	3	4	1	2	3	4
56	EXHAUST FAN EF-8						M				M				M Q
57	EXHAUST FAN EF-9						M				M				M Q
58	EXHAUST FAN EF-10						M				M				M Q
59	EXHAUST FAN EF-12						M				M				M Q
60	EXHAUST FAN EF-13						M				M				M Q
61	EXHAUST FAN EF-15						M				M				M Q
62	EXHAUST FAN EF-19						M				M				M Q

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63	EXHAUST FAN EF-20				M				M				M Q
64	EXHAUST FAN ED-21				M				M				M Q
65	EXHAUST FAN EF-23				M				M				M Q
66	EXHAUST FAN EF-24				M				M				M Q
67	EXHAUST FAN EF-25				M				M				M Q
68	EXHAUST FAN EF-26				M				M				M Q
69	EXHAUST FAN EF-27				M				M				M Q
70	EXHAUST FAN EF-28				M				M				M Q
71	EXHAUST FAN EF-29				M				M				M Q
72	EXHAUST FAN EF-30				M				M				M Q
73	EXHAUST FAN EF-31				M				M				M Q
74	EXHAUST FAN EF-32				M				M				M Q
75	EXHAUST FAN EF-33				M				M				M Q

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MONTHLY - M SEMI-ANNUALLY - SA		QUARTERLY - Q ANNUALLY - A		APRIL				MAY				JUNE			
				WEEK				WEEK				WEEK			
FACILITY ITEM				1	2	3	4	1	2	3	4	1	2	3	4
76	EXHAUST FAN EF-34						M				M				M Q
77	EXHAUST FAN EF-35						M				M				M Q
78	EXHAUST FAN EF-36						M				M				M Q
79	EXHAUST FAN EF-37						M				M				M Q

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80	EXHAUST FAN EF-38				M				M				M Q
81	EXHAUST FAN EF-39				M				M				M Q
82	EXHAUST FAN EF-40				M				M				M Q
83	EXHAUST FAN EF-41				M				M				M Q
84	EXHAUST FAN EF-42				M				M				M Q
85	EXHAUST FAN EF-43				M				M				M Q
86	EXHAUST FAN EF-44				M				M				M Q
87	EXHAUST FAN EF-45				M				M				M Q
88	EXHAUST FAN EF-46				M				M				M Q
89	EXHAUST FAN EF-47				M				M				M Q
90	EXHAUST FAN EF-48				M				M				M Q
91	EXHAUST FAN EF-49				M				M				M Q
92	EXHAUST FAN EF-50				M				M				M Q
93	EXHAUST FAN EF-51				M				M				M Q
94	EXHAUST FAN EF-52				M				M				M Q
95	EXHAUST FAN EF-53				M				M				M Q

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MONTHLY - M		QUARTERLY - Q		APRIL				MAY				JUNE			
				WEEK				WEEK				WEEK			
SIMI-ANNUALLY - SA		ANNUALLY - A													
FACILITY ITEM				1	2	3	4	1	2	3	4	1	2	3	4
96	ELECTRIC HEATER # 1						M				M				M

97	ELECTRIC HEATER # 2				M				M				M
98	ELECTRIC HEATER # 3				M				M				M
99	ELECTRIC HEATER # 4				M				M				M
100	ELECTRIC HEATER # 5				M				M				M
101	ELECTRIC HEATER # 6				M				M				M
102	ELECTRIC HEATER # 7				M				M				M
103	ELECTRIC HEATER # 8				M				M				M
104	ELECTRIC HEATER # 9				M				M				M
105	ELECTRIC HEATER # 10				M				M				M
106	ELECTRIC HEATER # 11				M				M				M
107	ELECTRIC HEATER # 12				M				M				M
108	ELECTRIC HEATER # 13				M				M				M
109	ELECTRIC HEATER # 14				M				M				M
110	ELECTRIC HEATER # 15				M				M				M
111	ELECTRIC HEATER # 16				M				M				M
112	ELECTRIC HEATER # 17				M				M				M
113	ELECTRIC HEATER # 18				M				M				M
114	ELECTRIC HEATER # 19				M				M				M
115	ELECTRIC HEATER # 20				M				M				M

MONTHLY - M SEMI-ANNUALLY - SA		QUARTERLY - Q ANNUALLY - A		APRIL				MAY				JUNE			
				WEEK				WEEK				WEEK			
FACILITY ITEM				1	2	3	4	1	2	3	4	1	2	3	4
116	ELECTRIC HEATER # 21						M				M				M
117	ELECTRIC HEATER # 22						M				M				M
118	ELECTRIC HEATER # 23						M				M				M
119	ELECTRIC HEATER # 24						M				M				M
120	ELECTRIC HEATER # 25						M				M				M
121	ELECTRIC HEATER #26						M				M				M
122	ELECTRIC HEATER # 27						M				M				M
123	ELECTRIC HEATER # 28						M				M				M
124	ELECTRIC HEATER # 29						M				M				M
125	EMERGENCY GENERATOR		M					M				M			
126	EMERGENCY LIGHTS		M					M				M			
127	EMERGENCY SHOWERS			Q											
128	EYE WASH UNITS														
129	FENCE LINE			Q											
130	FIRE EXTINGUISHER		M					M				M			
131	FORK LIFT		M					M				M			
132	FREEZER # 7		M					M				M			
133	FREEZER # 11		M					M				M			



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134	FREEZER # 12	M				M				M			
135	FREEZER # 13	M				M				M			

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MONTHLY - M SEMI-ANNUALLY - SA		QUARTERLY - Q ANNUALLY - A		APRIL				MAY				JUNE			
				WEEK				WEEK				WEEK			
FACILITY ITEM				1	2	3	4	1	2	3	4	1	2	3	4
136	FREEZER # 14			M				M				M			
137	FREEZER # 22			M				M				M			
138	FREEZER # 26			M				M				M			
139	FREEZER # 29			M				M				M			
140	FREEZER # 31			M				M				M			
141	FREEZER # 30			M				M				M			
142	FREEZER # 32			M				M				M			
143	FREEZER # 33			M				M				M			
144	FREEZER # 35			M				M				M			
145	FREEZER # 36			M				M				M			
146	FUEL OIL TANK			M				M				M			
147	FURNACE # 1			M				M				M			
148	FURNACE # 2			M				M				M			
149	FURNACE # 3			M				M				M			
150	GUTTERS						Q								

151	HEAT PUMP # 1		M				M				M		
152	HEAT PUMP # 2		M				M				M		
153	HEAT PUMP # 3		M				M				M		
154	HEAT PUMP # 5		M				M				M		

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MONTHLY - M		QUARTERLY - Q		APRIL				MAY				JUNE			
SEMI-ANNUALLY - SA		ANNUALLY - A		WEEK				WEEK				WEEK			
FACILITY ITEMS				1	2	3	4	1	2	3	4	1	2	3	4
155	HEAT PUMP # 5				M				M				M		
156	HEAT PUMP # 6				M				M				M		
157	HEAT PUMP # 7				M				M				M		
158	HEAT PUMP # 8				M				M				M		
159	HEAT PUMP # 9				M				M				M		
160	HEAT PUMP # 10				M				M				M		
161	HOODS													Q	
162	HOT WATER CIRCULATING SYSTEM						M				M				M
163	HOT WATER HEATER # 1								Q						
164	HOT WATER HEATER # 2								Q						
165	HOT WATER HEATER # 3								Q						
166	HOT WATER HEATER # 4								Q						

167	HOT WATER HEATER # 5						Q						
168	HOT WATER HEATER # 6						Q						
169	HOT WATER HEATER # 7						Q						
170	HOT WATER HEATER # 8						Q						
171	HVAC-1			M				M				M	
172	ICE MACHINE		M				M				M		
173	LAWN MOWER	M				M				M			

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MONTHLY - M		QUARTERLY - Q		APRIL				MAY				JUNE			
SEMI-ANNUALLY - SA		ANNUALLY - A		WEEK				WEEK				WEEK			
FACILITY ITEMS				1	2	3	4	1	2	3	4	1	2	3	4
174	LAWN TRACTOR		M					M				M			
175	LOW PRESSURE AIR COMPRESSOR # 1			M					M				M		
176	LOW PRESSURE AIR COMPRESSOR # 2			M					M				M		
177	LOW PRESSURE AIR COMPRESSOR # 3			M					M				M		
178	LOW PRESSURE AIR COMPRESSOR # 4			M					M				M		
179	LOW PRESSURE AIR COMPRESSOR # 5			M					M				M		
180	LOW PRESSURE AIR COMPRESSOR # 6			M					M				M		
181	PALLET JACK # 1		M					M				M			
182	PALLET JACK # 2		M					M				M			
183	PALLET JACK # 3		M					M				M			

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184	P-1 HOT WATER CIRCULATING PUMP			M				M				M	
185	P-2 HOT WATER CIRCULATING PUMP			M				M				M	
186	P-3 HOT WATER CIRCULATING PUMP			M				M				M	
187	P-4 HOT WATER CIRCULATING PUMP			M				M				M	
188	P-5 BOILER FUEL OIL PUMP			M				M				M	
189	P-6 BOILER FUEL OIL PUMP			M				M				M	
190	P-7 AUXILIARY COOLING WATER PUMP			M				M				M	
191	P-8 AUXILIARY COOLING WATER PUMP			M				M				M	
192	P-9 DOMESTIC GOT WATER PUMP			M				M				M	
193	P-10 EMERGENCY GENERATOR FUEL OIL PUMP			M				M				M	

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MONTHLY - M      QUARTERLY - Q SEMI-ANNUALLY - SA    ANNUALLY - A		APRIL				MAY				JUNE			
		WEEK				WEEK				WEEK			
FACILITY ITEM		1	2	3	4	1	2	3	4	1	2	3	4
194	P-11 EMERGENCY GENERATOR HAND F/O PUMP			M				M				M	
195	P-12 CHILL WATER PUMP			M				M				M	
196	P-13 CHILL WATER PUMP			M				M				M	
197	P-14 CONDENSATE PUMP			M				M				M	
198	P-15 CONDENSATE PUMP			M				M				M	
199	P-16 WET LAB CHILL WATER PUMP			M				M				M	
200	P-17 WET LAB CHILL WATER PUMP			M				M				M	

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201	P-19 WET LAB SALT WATER PUMP			M				M				M	
202	P-20 WET LAB BOILER # 1 CIRCULATING PUMP	M				M				M			
203	P-21 WET LAB BOILER #2 CIRCULATING PUMP	M				M				M			
204	P-22 LIFT STATION PUMP			M				M				M	
205	P-23 LIFT STATION PUMP			M				M				M	
206	P-24 CATCH BASIN PUMP			M				M				M	
207	P-25 CATCH BASIN PUMP			M				M				M	
208	P-26 CATCH BASIN PUMP			M				M				M	
209	REFRIGERATOR/FREEZER # 1		M				M				M		
210	REFRIGERATOR/FREEZER # 2		M				M				M		
211	REFRIGERATOR/FREEZER # 4		M				M				M		
212	REFRIGERATOR/FREEZER # 5		M				M				M		
213	REFRIGERATOR/FREEZER # 6		M				M				M		

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MONTHLY - M      QUARTERLY - Q SEMI-ANNUALLY - SA    ANNUALLY - A		APRIL				MAY				JUNE			
		WEEK				WEEK				WEEK			
FACILITY ITEMS		1	2	3	4	1	2	3	4	1	2	3	4
214	REFRIGERATOR/FREEZER # 7		M				M				M		
215	REFRIGERATOR/FREEZER # 8		M				M				M		

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216	REFRIGERATOR/FREEZER # 9		M				M				M		
217	REFRIGERATOR/FREEZER # 16		M				M				M		
218	REFRIGERATOR/FREEZER # 17		M				M				M		
219	REFRIGERATOR/FREEZER # 18		M				M				M		
220	REFRIGERATOR/FREEZER # 19		M				M				M		
221	REFRIGERATOR/FREEZER # 21		M				M				M		
222	REFRIGERATOR/FREEZER # 23		M				M				M		
223	REFRIGERATOR/FREEZER # 24		M				M				M		
224	REFRIGERATOR/FREEZER # 25		M				M				M		
225	REFRIGERATOR/FREEZER # 27		M				M				M		
226	REFRIGERATOR/FREEZER # 28		M				M				M		
227	REFRIGERATOR/FREEZER # 37		M				M				M		
228	REFRIGERATOR/FREEZER # 38		M				M				M		
229	REFRIGERATOR/FREEZER # 39		M				M				M		
230	REFRIGERATOR/FREEZER # 40		M				M				M		
231	REFRIGERATOR/FREEZER # 41		M				M				M		
232	REFRIGERATOR/FREEZER # 42		M				M				M		
233	REFRIGERATOR/FREEZER # 43		M				M				M		

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MONTHLY - M	QUARTERLY - Q	APRIL	MAY	JUNE
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ANNUALLY - A ANNUALLY - SA		SIMI-	WEEK				WEEK				WEEK			
FACILITY ITEM			1/1/00	2	3	1/4/00	1/1/00	2	3	4	1	2	3	4
234	REFRIGERATOR # 10		M				M				M			
235	REFRIGERATOR # 15		M				M				M			
236	REFRIGERATOR # 20		M				M				M			
237	R. O. SYSTEM			M				M				M Q		
238	SURGE TANK			M				M				M		
239	SCISSOR LIFT		M				M				M			
240	SECURITY SYSTEM # 1					M				M				M
241	SECURITY SYSTEM # 2					M				M				M
242	SECURITY SYSTEM # 3					M				M				M
243	SECURITY SYSTEM # 4					M				M				M
244	SECURITY SYSTEM # 5					M				M				M
245	SECURITY SYSTEM # 6					M				M				M
246	SECURITY SYSTEM # 7					M				M				M
247	SUPPLY FAN SF-1					M				M				M Q
248	SUPPLY FAN SF-2					M				M				M Q
240	SUPPLY FAN SF-3					M				M				M Q
250	SUPPLY FAN SF-4					M				M				M Q
251	SUPPLY FAN SF-5					M				M				M Q

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MONTHLY - M ANNUALLY - A ANNUALLY - SA		QUARTERLY - Q SIMI-	APRIL				MAY				JUNE			
			WEEK				WEEK				WEEK			
FACILITY ITEM			1	2	3	4	1	2	3	4	1	2	3	4
252	SUPPLY FAN SF-6					M				M				M Q
253	SUPPLY FAN SF-7					M				M				M Q
254	STEAM REGULATING VALVE	M					M				M			
255	SALT WATER SYSTEM	M					M				M			
256	VACUUM PUMP VP-1							Q						
257	VACUUM PUMP VP-2							Q						
258	VACUUM PUMP VP-3							Q						



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ATTACHMENT 6

EQUIPMENT LIST

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**EQUIPMENT LIST**

TOOL		QTY.	TOOL		QTY.
1	6' STEP LADDERS	2	34.	3/4" SOCKET SET	1
2.	8' STEP LADDERS	3	35.	STUD FINDER	1
3.	10' STEP LADDERS	1	36.	BREAKER FINDER	1
4.	25' EXTENSION LADDER	1	37.	DIAL INDICATOR	1
5.	16' EXTENSION LADDER	1	38.	FLUKE TEMPERATURE METER	1
6.	CARPENTER HAMMERS	3	39.	HEAVY DUTY HAMMER DRILL	1
7.	BALL PEEN HAMMER	1	40.	BOSH HAMMER DRILL	1
8.	ROOFER HAMMER	1	41.	ELECTRIC ROTO ROOTER	1
9.	HATCHET	1	42.	SAWS ALL	1
10	SLEDGE HAMMER	2	43.	7 1/4" CIRCULAR SAW	1
11	2 LB SLEDGE HAMMER	1	44.	PORTABLE BAND SAW	1
12	RUBBER MALLET	1	45.	CARPENTER HAND SAWS	3
13	LEATHER FACED MALLET	1	46.	HACK SAW	2
14	12" ADJ. OPEN END WRENCHED	3	47.	WALL BOARD SAW	3
15	10" ADJ. OPEN END WRENCHES	3	48.	SET OF 1/16" TO ½" DRILL BITS METAL	4
16	8" ADJ. OPEN END WRENCHES	4	49.	SET OF 1/8" TO ½" DRILL BITS METAL	1
17	6" ADJ. OPEN END WRENCHES	3	50.	SET OF 1/8" TO 1/8" DRILL BITS WOOD	2
18	VICE GRIPS	5	51.	SET OF 1/4" TO 7/8" DRILL BITS WOOD	1
19	REGULAR PLIERS	3	52.	LONG SHANK 7/8" WOOD DRILL BIT	2
20	DIAGONAL CUT PLIERS	2	53.	ADJUSTABLE WOOD DRILL BITS	3

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21	NEEDLE NOSE PLIERS	3	54.	EASY OUT SET	1
22	LINEMAN PLIERS	4	55.	WOOD CHISEL SET	1
23	SNAP RING OILERS	3	56.	DADO BLADE 11	1
24	SOLDER LESS CONNECTOR CRIMPING PLIERS	2	57.	WOOD CIRCLE CUTTER	1
25	NAIL CUTTER	1	58.	HYDROMETER	4
26	CHANNEL LOCK PLIERS	5	59.	48" PIPE WRENCH	1
27	½" DEEP SOCKET SET	1	60.	36" PIPE WRENCH	1
28	½" REG. SOCKET SET	2	61.	24" PIPE WRENCH	2
29	3/8" SOCKET SET	2	62.	18" PIPE WRENCH	2
30	3/8" RATCHET	1	63.	MONKEY WRENCH (BRASS)	1
31	1/4" METRIC SOCKET SET	2	64.	18" ALUMINUM PIPE WRENCH	1
32	NUT DRIVER SET	2	65.	STRAP WRENCH	3
33	½" SOCKET WRENCH	1	66.	½" TO 1 ½" OPEN/BOX END WRENCH SET1	1
67	1/4" TO 1 1/8" OPEN/BOX WRENCH SET	1	99.	PORTABLE TEMPERATURE RECORDER	1
68	3/8" SPEED WRENCH	1	100.	HAMMER STAPLER	1
69	½" SPEED WRENCH	1	101.	TORQUE WRENCH	1
70	ALLEN WRENCH SET	5	102.	FUSE PULLERS	2
71	ALLEN WRENCH SET EXTENSION	1	103.	HEAT GUN	1
72	WATER FILTER WRENCH	1	104.	ELECTRIC SHEET METAL CUTTER	1
73	PUNCH SET, METRIC	1	105.	JIG SAW	2
74	20 PIECE ALLEN WRENCH SET	1	106.	ELECTRIC GRINDER	1
75	LOOSE WRENCHES 1/4" TO 1 3/8"	2	107.	1/2" CORDLESS IMPACT WRENCH	1

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76	6mm TO 19mm METRIC WRENCH SET	1	108.	PALM SANDER	2
77	ELECTRIC SCRIBE	1	109.	PLUNGE ROUTER	1
78	REMINGTON POWER STUD DRIVER	1	110.	LAMINATE TRIMMER	1
79	REMINGTON POWER NAIL GUN	1	111.	SET OF MISCELLANEOUS ROUTER BITS	1
80	ELECTRIC STAPLER	1	112.	DREMEL SET	1
81	ELECTRIC HOIST (500 LB)	1	113.	ELECTRIC KNOCK OUT SET	1
82	½" ELECTRIC DRILL	2	114.	ELECTRIC HOLE SAW SET	1
83	3/8" ELECTRIC DRILL	3	115.	FISH TAPE	3
84	3/8" CORDLESS DRILL	1	116.	TUBING FLARE SET	1
85	½" ANGLE DRILL	1	117.	FLASHLIGHTS	5
86	20" CHAIN SAW	1	118.	INSPECTION MIRRORS	5
87	BATTERY CHARGER	2	119.	12' MEASURING TAPE	3
88	BELT SANDER	3	120.	25' MEASURING TAPE	1
89	COME ALONG	2	121.	100' MEASURING TAPE	1
90	19" BAND SAW	1	122.	MAGNETIC REACH RODS	2
91	1 1/4" CHOP SAW	1	123.	CHALK LINE	1
92	10" RADIAL ARM SAW	1	124.	LAMINATE SCRIBE	1
93	AMPROBE METER	2	125.	24" BOTTLE BRUSH	2
94	VOLT METER	2	126.	1" MICROMETER	1
95	12V BATTERY TESTER	1	127.	FILE SET (SMALL)	2
96	BATTERY TESTER (SMALL)	1	128.	COLD CHISEL	2
97	ELECTRICAL INSULATION TESTER	1	129.	1" COLD CHISEL	1
98	VOLTAGE TESTER	1	130.	PUNCH, DRIFT	2

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1	13	ALNOR VELOMETER	2	165	SET OF DRIFT PUNCHES	1
2	13	POWER LINE MONITOR	1	166.	FEELEER GAGE SET	4
3	13	RPM GAGE	1	167.	TUBING CUTTER	4
4	13	GROUND FAULT INTERRUPTER TESTER	1	168.	CALIPER SET	1
5	13	OIL CAN SPOUT	1	169.	PNEUMATIC CALIBRATOR	1
6	13	SHEET METAL SHEARS	2	170.	FURNITURE DOLLY	1
7	13	PIPE CUTTER	1	171.	SHOP VACUUM	2
8	13	SOLDER GUN	1	172.	FACE SHIELDS	2
9	13	LAMINATE ROLLER	1	173.	EMT REAMER	1
0	14	FIRE HYDRANT WRENCH	1	174.	1/2" EMT BENDER	1
1	14	DUST PAN	1	175.	3/4" EMT BENDER	1
2	14	PUSH BROOM	1	176.	1" EMT BENDER	1
3	14	FOX TAIL BRUSHES	3	177.	FUNNEL	1
4	14	4' LEVEL	1	178.	FREON MANIFOLD GAGE SET	2
5	14	24" LEVEL	1	179.	VACUUM PUMP	1

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6	14	6" LEVEL	1	180.	VACUUM INDICATOR	1
7	14	TORCH TIP CLEANING SET	1	181.	FREON SCALE	1
8	14	EMERGENCY SHOWER FLUSH KIT	1	182.	ELECTRONIC LEAK DETECTOR	1
9	14	PVC PIPE BENDER	1	183.	BLACK LIGHT FREON LEAK DETECTOR	1
0	15	PVC PIPE BENDER BLANKET	1	184.	HALOGEN LEAK DETECTOR	1
1	15	GRINDING WHEEL DRESSER	1	185.	GAS REGULATOR	1
2	15	CYLINDER HONES	2	186.	REFRIGERATOR FLARE KIT	1
3	15	SMALL PORTABLE VISE	1	187.	OZ THERMA-FLO FREON RECLAIM SYS.	1
4	15	BANDING TOOL	1	188.	48" JOHN DEERE RIDING LAWN TRACTOR	1
5	15	POP RIVET GUN	1	189.	JOHN DEERE WALK BEHIND LAWN MOWER	1
6	15	FRAMING SQUARES	2	190.	14 HP PRESSURE WASHER	1
7	15	ADJUSTABLE ANGLE SQUARE	1	191.	1 HP PRESSURE WASHER	1
8	15	LONG HANDEL SHEET ROCK SANDER	1	192.	GAS POWERED LAWN EDGER	1
9	15	HAND SHEET ROCK SANDER	1	193.	LEAF BLOWER	1
0	16	PROPANE TORCH	1	194.	GAS POWERED WEED EATER	4

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16 1	OXYGEN REGULATOR	1	195.	CHEMICAL SPRAYER	1
16 2	ACETYLENE REGULATOR	1	196.	BREAKER BAR	1
16 3	ACETYLENE TORCH	1	197.	PICK	1
16 4	SET OF WELDING TIPS	1	198.	MADDOX	1
19 9	1/2" TUBING BENDER	1	227.	HEDGE CLIPPER	2
20 0	3/4" TUBING BENDER	1	228.	METAL RAKE	4
20 1	SET OF SPRING TUBING BENDERS	1	222.	LAWN RAKE	1
20 2	SWEDGE TOOL SET	1	223.	6" PHILLIPS TIP SCREWDRIVER	3
20 3	PUTTY KNIFE	1	224.	4" PHILLIPS TIP SCREWDRIVER	4
20 4	PAINT SCRAPER	2	225.	SQUARE DRIVE SCREWDRIVER	3
20 5	TREE LIMB TRIMMER	1	226.	SET OF 4 ELECTRICIAN SCREWDRIVERS	1
20 6	LAWN SPRINKLER	2	227.	LAWN RAKE	1
20 7	SAW HORSE	6	228.	SNOW SHOVEL	1
20 8	ALLEN HEAD SCREWDRIVERS	2	229.	STRIPPING MACHINE	1
20 9	16" FLAT TIP SCREWDRIVER	1	230.	LAWN HOSE	1200'



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0	21	14" FLAT TIP SCREWDRIVER	1	231.	RACHET DRIVER	1
1	21	13" FLAT TIP SCREWDRIVER	1	232.	SCREW STARTER (SMALL)	1
2	21	12" FLAT TIP SCREWDRIVER	4	233.	AWLS	3
3	21	9" FLAT TIP SCREWDRIVER	1	234.	FORK LIFT	1
4	21	8" FLAT TIP SCREWDRIVER	4	235.	PALLET JACKS	3
5	21	6" FLAT TIP SCREWDRIVERS	3	236.	COMPUTER	1
6	21	4" FLAT TIP SCREWDRIVER	5	237.	Software	1
7	21	3" FLAT TIP SCREWDRIVER	2			
8	21	FLAT TIP OFF SET SCREWDRIVER	2			
9	21	PHILLIPS TIP OFF SET SCREWDRIVER	2			
0	22	12" PHILLIPS TIP SCREWDRIVER	2			
1	22	10" PHILLIPS TIP SCREWDRIVER				

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ATTACHMENT 7

EPA ORDER 1900-1 USE OF CONTRACTOR SERVICES

COPY FOR YOUR  
INFORMATION

# TRANSMITTAL

Classification No.:

1901.1A

Approval Date:

4/14/94

## EPA ORDER - USE OF CONTRACTOR SERVICES TO AVOID IMPROPER CONTRACTOR RELATIONSHIPS

1. PURPOSE. This Transmittal issues EPA Order 1901.1A - Use of Contractor Services to Avoid Improper Contractor Relationships.
2. EXPLANATION. This Order provides guidance for Agency employees to avoid improper contractor relationships in performing contract management activities.
3. SUPERSESSION. EPA Order 1900.1- Use of Contractor Services.
4. FILING INSTRUCTIONS. File the attached in a three-ring binder established for the Agency Directives System.

Robert A. English, Chief  
Agency Management Analysis Branch

clas  
No.:

sification  
1901.1A

Appr  
4

Originator  
EPA Form 1315-12 (5-86)

ove Date:  
/14 / 94

Management and Organization Division  
Office of Administration and Resources Management  
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USE OF CONTRACTOR SERVICES TO  
AVOID IMPROPER CONTRACTING RELATIONSHIPS

1. PURPOSE.. This Order is designed to assist Agency employees to avoid improper contractor relationships in performing contract management activities.

2. BACKGROUND. Past contract management problems identified by the Office of the Inspector General and the General Accounting Office have indicated that Agency contracts were not always administered in accordance with applicable laws, regulations, and policies. They also identified cases in which insufficient controls were established to preclude fraud, waste and abuse, and conflicts of interest, and to safeguard Agency assets.

The Federal Acquisition Regulation (FAR) prohibits personal services contracts unless specifically authorized by statute. Personal services contracts circumvent civil service laws, which require the government to obtain its employees by direct hire in accordance with Office of Management and Budget ceilings, and inappropriately augment Agency staff without proper legislative review.

3. RESPONSIBILITIES. Contracting Officers (COs) , Project Officers (POs), Delivery Order Officers (DOOs), Delivery Order Project Officers (DOPOs) , Work Assignment Managers (WAMs) , Remedial Project Managers (RPMs) , On-Scene Coordinators (OSCs) , Task Managers (TMs) , and all other EPA employees are responsible for ensuring that personal services relationships between Government employees and contractor personnel are avoided.

4. DEFINITION. A personal services contract is a contract which, by its terms or as administered, results in contractor personnel being subject to relatively continuous supervision and direct control by a Government official or employee. A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. These contracts make the contractor personnel appear, in effect, to be Government employees.

Attached is a list of examples of personal services, which are provided to further clarify some of these prohibited activities. (Appendix A)

5. ASSESSING THE NATURE OF A CONTRACT. FAR Part 37.104(d) provides the following descriptive elements to be used as a guide in assessing whether a proposed contract is personal in nature. These elements can also be used as a guide to determine if the way in which a contract is administered creates a personal services contract.

An improper contract relationship may exist if:

- a. Contractor performance is done on site.
- b. Contractor's principal tools and equipment are furnished by the Government.
- c. Contractor's services are applied directly to the integral effort of agencies or an organizational subpart in furtherance of an assigned function or mission.
- d. Comparable services, meeting comparable needs, are performed in the same or similar agencies using civil service personnel.
- e. The need for the type of service provided by the contractor can reasonably be expected to last beyond one year.
- f. The inherent nature of the service or the manner in which it is provided reasonably requires, directly or indirectly, Government direction or supervision of contractor employees in order to--
  - (1) Adequately protect the Government's interest;
  - (2) Retain control of the function involved; or
  - (3) Retain full personal responsibility for the function in a duly authorized Federal officer or employee.

Note: all of these elements need not be present to have an improper personal services contract. Additionally, having all of these elements present does not necessarily mean that an improper personal services contract exists. The key element is whether the Government exercises continuous supervision and control over the contractor personnel performing the contract. Each situation must be reviewed and a determination made on a case-by-case basis.

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As in any contract situation, Agency employees should contact the CO for advice and guidance whenever they have questions regarding relationships with contractor personnel. Agency employees may also contact the Contracts Law Branch, Office of General Counsel (OGC) for further guidance. Agency employees who believe that a personal services contract exists should immediately notify the CO.

6. PRINCIPLES FOR MANAGING A CONTRACT.

a. The CO is responsible for determining, prior to award, that the contract does not involve the procurement of personal services. Even though supervision by Government employees is not directly required by the terms of the contract, a personal services contract may evolve through improper contract management. Agency employees who believe that, through improper contract management, a contract has evolved into a personal services contract should immediately notify the CO. The CO will investigate these situations and take appropriate action to ensure that contracts are managed to maintain proper contractual relationships.

b. Technical management of a contractor's performance generally relates to the manner in which authorized EPA employees provide work direction to the contractor. Exchange of information of a technical nature is not prohibited. Appropriate technical direction is the clarification of ambiguous technical requirements to ensure efficient and effective contractor performance. Proper technical direction is not supervision or assignment of tasks to contractor personnel. In managing the contract, the following principles should be observed:

(1) Interaction with Contractor Personnel

(a) All contractors:

(i) The contract shall govern contract performance. This can best be accomplished with a well-defined statement of work (SOW), including SOWs in work assignments (WAs), technical direction documents (TDDs), or delivery orders (DOs), which reference the authority of the contract.

(ii) The PO shall notify the CO immediately if there is a need to change the contract so that the CO can issue a contract modification.

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(iii) Unless otherwise provided in the contract, all work will be initiated by the issuance of WAs or DOs signed by the CO or if provided, by TDDs signed by the PO. These will be issued to the contractor's official point(s) of contact as shown in the contract, e.g., Project or Program Manager (PM) or Site Manager (SM). Any communication to the contractor's point of contact shall come from the EPA CO, PO, or his/her authorized designees, e.g., WAMS, DOOs, DOP0s, RPMs, OSCs, or TMs. Other EPA employees may not assign tasks unless they have specific authority to do so. Note: TDDs may only be used to initiate work in contracts requiring a fully-dedicated contractor team and as limited by the contract.

(iv) Technical direction shall be issued in writing from the PO or authorized designee (with a copy to the CO) to the contractor's point(s) of contact. If provided orally, the technical direction must be confirmed in writing within five (5) calendar days. Technical direction shall not be used to initiate work or to change WAs or TDDs or the contract. Agency employees shall not give instructions separately to individual contractor personnel.

(v) The PO or designee may authorize meetings with the contractor's point (s) of contact for the purposes of exchanging technical information among contractor personnel and EPA employees or assisting in contract performance, e.g., to discuss the status or progress of effort under a WA or DO.

Exceptions to the prohibition against direct interaction between an Agency employee and contractor personnel include: 1) a Government employee's contacts to the various Agency hotlines and helplines to request and receive information and literature regarding the Agency's media programs, 2) requests by Government employees for technical assistance and ADP user support services where the technical assistance is mandated and monitored under an existing contract, and 3) participation in discussions at professional meetings attended by both Government employees and contractor personnel, which are not in connection with the performance of a contract.

Examples of ADP user support services are Personal Computer/Local Area Network (PC/LAN) troubleshooting support, software support, PC training, data recovery assistance, and disk archiving and other similar automated data processing (ADP) support as defined in a

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specific contract. These technical services are rendered and the contract administered through established ADP support offices such as the Washington Information Center (WIC).

(vi) Agency employees must not intervene in a contractor's hiring, firing, or promoting of contractor personnel; assigning particular employees to specific tasks; or rewarding individual contractor personnel. Evaluation of contractor performance, whether positive or negative, shall be provided through the award fee process, if applicable, or through the EPA PO to the contractor point (s) of contact. Evaluation shall relate to the timeliness or quality of deliverables or services provided, and shall not be directed at the performance of individual contractor personnel.

(vii) Agency employees shall not ask contractors to hire in a "holding pattern," individuals who may be candidates for Agency positions, pending completion of competitive civil service procedures.

(viii) Agency contracts shall not require or permit contractors to purchase supplies or services for use by EPA employees unless specifically required by a contract for its performance.

(ix) All requests for corrective or follow-up actions by contractors shall be directed from the EPA PO or authorized designee to the contractor point (s) of contact. Similarly, contractor personnel must operate through the contractor's point of contact to obtain any information needed to complete the work.

(x) Agency employees shall prepare appropriate documentation for the record of meetings, trips, and telephone conversations relating to the contract.

(b) Contractors working in EPA facilities only:

Agency employees must avoid situations in which one EPA on-site contractor provides support to another EPA on-site contractor, except when the contract requires such support to be furnished (e.g., janitorial services or security services). Similarly, Agency employees shall avoid situations in which one EPA on-site contractor provides oversight for another EPA on-site contractor.



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(ii) Agency employees shall not routinely provide contractor personnel with copies of EPA internal administrative or other correspondence, except when it affects the conditions of the facility in which the contractor's personnel are working (e.g., scheduled repair work to be performed or building closings).

(iii) Agency employees shall not provide contractor personnel with access to facsimile machines, photocopiers, computers, or file rooms where the Agency receives, copies, or stores sensitive or confidential information unless appropriate safeguards are in place to ensure adequate protection of this information. These safeguards include security clearances, signed confidentiality statements, and others. Sensitive or confidential information includes information protected under the Trade Secrets Act or Privacy Act, confidential business information, management sensitive information, and enforcement sensitive information. An example of acceptable access after the appropriate safeguards are in place is the EPA Secure Telecommunications Center, which processes cables to the EPA from the State Department secure network, for which contractor personnel have security clearances. CBI may not be given to contractor personnel under any circumstances unless there is authority for such disclosure and the procedures under 40 C.F.R. Part 2, Subpart B have been followed.

(2) Identification of Contractor Personnel

(a) All contractors:

(i) At all times, it shall be readily apparent which organization employs an individual. Agency security offices must require contractor personnel to display appropriate badges that identify them as contractor personnel. The employing organization should also be identified. These requirements shall be included in all contracts that may create situations in which contractor personnel could be mistaken for EPA employees, e.g., advisory and assistance services contracts, hotline/helpline contracts, community meeting tasks, or field work tasks under Superfund contracts.

(ii) In all points of contact, e.g., during meetings, on Agency systems such as voicemail or electronic mail (d-mail or e-mail), Agency officials must require contractor personnel to identify themselves as such and their employing organization.

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(iii) Agency security offices shall ensure that contractor personnel do not have unlimited access to EPA office areas.

(b) Contractors working in EPA facilities only:

In official telephone directories and listings, contractor listings shall be shown in a type-face different from that used for Agency employees, in separate listings, with special codes, designated by use of asterisks or parentheses, or in some other manner that distinguishes contractor personnel from EPA employees.

(ii) Contractor personnel subject to the Service Contract Act shall wear company-issued uniforms, in accordance with their company policies, e.g., moving contractors, security guards, janitorial workers, etc.

(3) Attendance at EPA Functions and Meetings

All contractors:

(a) Agency employees shall not allow contractor personnel to attend EPA functions, staff meetings, committees, or activities, including holiday parties, except as described in (b) below.

(b) Agency employees shall not allow contractor personnel to attend EPA meetings or conferences (including conference calls) unless required for contract performance, as documented in the contract's statement of work or in a specific WA, TDD, or DO.

(c) The CO, PO, or authorized designee shall notify the contractor point(s) of contact through authorized technical direction of the need for: attendance by contractor personnel. Attendance must be restricted to specific tasks as defined in the SOW and limited to the portion of the session in which the contractor's performance is directly required. Contractor personnel shall never attend meetings as the official representative of an EPA organization. Contractor participation is generally appropriate when the contractor is serving in an advisory or resource capacity, such as performing research or data gathering. Contractors may also act as facilitators for EPA Quality Action Team sessions under contracts for Total Quality Management implementation.

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(4) Contractor Employee Conduct

All contractors:

(a) Agency employees shall not be responsible for resolving contractor personnel's business or personnel matters. Contractor personnel must be directed to their point (s) of contact for resolution of these issues in accordance with the contractor's policies.

(b) Agency employees shall not provide contractor personnel with direction for performance of work products or assignments. Contractor personnel must operate through their point (s) of contact to obtain any direction needed to complete work products or assignments.

Space

Contractors working in EPA facilities only:

(a) To the extent possible, EPA employees shall be physically located in separate areas from contractor personnel; the contractor's areas shall be identified as such.

(b) In cases in which both EPA employees and contractor personnel must occupy or use a general area, there must be physical separation and identification of space.

(c) EPA shall arrange schedules and set priorities for the use of any common equipment by both contractor personnel and Agency employees.

(d) EPA may provide furniture, PCs, software, documentation, telephones, voicemail and other equipment to contractor personnel working in EPA facilities when specified in the contract.

7. ADDITIONAL GUIDANCE.

a. As in any contract situation, Agency employees should contact the CO and Contracts Law Branch, OGC for advice and guidance as required on a case-by-case basis.

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b. For further information on this subject, Agency employees should contact the Procurement Policy Branch, Office of Acquisition Management.

Jonathan Z. Cannon  
Assistant Administrator  
for Administration and  
Resources Management

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## APPENDIX A

### Examples of Prohibited Personal Services

1. An EPA employee routinely gives instructions and directions directly to contractor personnel.
2. An EPA employee recommends/requests/refuses to have specific contractor personnel assigned to work on a delivery order or work assignment.
3. There is a change in the fields of a database to be maintained by the contractor. An EPA employee instructs a contractor employee on how to perform the changes, rather than having a contract-authorized official issue a written technical direction and/or contract modification for the changes. This would be sent to the contractor point (s) of contact for subsequent instruction to the contractor personnel.
4. An EPA employee suggests promotion, a bonus or other performance award for certain contractor personnel.
5. An EPA employee sits in on an interview for potential contractor employees and offers suggestions on whom to hire.
6. An EPA employee invites contractor personnel to attend an EPA staff meeting or other EPA session not related to contract work performance.
7. An EPA employee enters a contractor's work area when no contractor supervisor is present. The EPA employee has specific requirements he/she wants accomplished and directs contractor personnel to redirect efforts to the new assignment.
8. An EPA employee directly requests contractor personnel to prepare a special report (not otherwise required by the contract) from a database that the contractor employee maintains.
9. A contractor employee participates as a member of the EPA committee planning an EPA award ceremony.
10. An EPA employee is an EEO counsellor. A contractor employee complains of mistreatment from contractor management. The EEO counsellor pursues the complaint.

AI

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ATTACHMENT 8

BIDDERS LIST

**Manchester Environmental Laboratory  
EPA - Region 10  
Source List**

Martin Environmental Systems  
6688 Sunnyslope Road, S.W.  
Port Orchard, WA 98367  
environmental@consultant.com  
Robert Martin, President

Omni Government Services, L.P.  
omni@snowhill.com  
Eric Jowers, President  
334-598-8214

Fedserv Industries  
Smallwood Building suite 405  
2670 Crain Highway  
Waldorf, MD 20601-2818  
dsmith4@prodigy.net  
David Smith, President

Martin Environmental Systems  
Port Orchard, WA  
johnkal@ix.netcom.com  
Robert Martin, President

Call Henry, Inc.  
306 Breward Avenue  
Coca, FL 32922  
chicocoa@callhenry.com  
Chris Foster, New Business Manager  
407-631-7320

George S. Hall, Inc.  
Franklin Court  
1099 14th Street, N.W.  
Washington, DC 20005  
Csimpson20@compuserve.com  
Colin Simpson  
202-216-0334

Omni Corporation  
2725 Broadbent Parkway NE, Suite B  
Albuquerque, NM 87107  
W.D. Marsh, Vice-President Operations  
505-341-4897

Carter Service Corp.  
P.O. box 17600  
Salt Lake City, Utah 84117  
freshlutah@email.msn.com  
Fred Carter, Owner

Government Contracting Resources, Inc.  
1231 Garden Street  
Titusville, Florida 327096  
Vicent J. Nitti, Vice President Business Development  
407-264-4404

Transcontinental Enterprises, Inc.  
P.O. Box 128  
Dunn, NC 28335  
stan@nceye.net  
Stanley Carroll  
910-892-5737

Dellew Corporation  
P.O. Box 26023  
Honolulu, HI 96825  
dellew@dellew.com  
Jeanne Sabate, Contract Administrator  
808-395-5707

Raven Services Corporation  
Attn: John Rulison  
9300 Grant Avenue, Suite 301  
Manassas, VA 20110  
jrulison@sprintmail.com  
John Rulison  
703-368-8611

DKA  
5114 Okeechobee Blvd, Suite 109  
West Palm Beach, FL 33417-4575  
dka@flinet.com  
Gregg Clark  
561-640-9171

JBM Services, Inc.  
2142 SE Hastings Lane  
Port Orchard, WA 98367  
jbm@pacifier.com  
Lee White

Raven Services Corporation  
7600 Sand Point Way NE  
Seattle, Washington 98115-0070



Sally.S.Crouch@noaa.gov  
Sally Crouch, Contract Manager  
206-527-0355

Bob Holtz Services, Inc.  
178 Denargo Market  
Denver, CO 80216-5033  
BholtzInc@aol.com  
Bob Holtz  
303-296-9511

RTW Enterprises Inc.  
3300 North Ridge Road, Suite 105  
Ellicott City, Maryland 21043  
kseibel@connext.net  
Richard L. Brown, President & CEO  
410-465-0011

PM Services Company  
6830 Central Avenue, Suite D  
St. Petersburg, FL 33707  
pmserv-corp@mindspring.com  
Carol Metour, President & CEO  
727-345-8300

LB & B Associates Inc.  
Jcivitelli@lbbassociates.com  
John Civitelli  
301-596-2440

TECOM Incorporated  
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Austin, TX 78755-0492  
tcook@tecom-inc.com  
Tina Cook, Marketing Coordinator  
512-454-7966

Wackenhut Services Incorporated  
4200 Wackenhut Drive, Suite 100  
Palm Beach Gardens, FL 33410  
Jerry C. Pullium, Director Facilities and Maintenance  
561-691-6706

Medina Contracting Co.  
12257 Old Pomerado road  
Poway, CA 92064-6108  
medinacc@millennianet.com  
Howard W. Maher, General Manager  
619-486-1045

RAMCOR Services Group, Inc.  
PO Box 36956  
Tucson, AZ 85740  
rancor@azstarnet.com  
Patrick Resley

520-887-8267

Jones Technologies Enterprises, Inc.  
13836 Union Avenue  
Cleveland, Ohio 44120  
kbj70@aol.com  
Kyle B. Jones, Contract Administrator  
216-561-2772

UNICCO Government Services, Inc.  
13890 Braddock Road, Suite 207  
Centerville, VA 20121  
BBAT13890@aol;.com  
Bob Bailey, Director of Project/Business Development  
703-631-1090

Tripp Construction  
1333 E Chapman Avenue  
Orange, CA 92866  
TRRPCONST@aol.com  
Tom Tripp  
714-734-0130

Meridian Management Corporation  
5000 Sawgrass Village Circle  
Ponte Vedra Beach, FL 32233  
mmorhead@meridianmgmt.com  
Mike Moorhead  
904-285-3400

Space Mark, Inc.  
5520 Tech Center Drive  
Colorado Spring, CO 80919-2308  
MWILSON@space-mark.com  
Mike Wilson  
719-264-4301

Associated Environmental Management Services  
1701 13th Street  
Viola, Illinois 61486-0586  
cjheil@email.msn.com  
Chris J. Heil  
309-596-2928

McGeeAMR@aol.com  
Karen McGee

Bionetics Corporation  
bio2@visi.net  
Nathalie H. Perkins, Business Development Manager

Building Maintenance Specialist, Inc.  
PO Box 748  
Ladson, SC 29456-0748  
843-572-9715

PR-HQ-99-16031

Fax - (843)824-0679

Government Contracting Resources, Inc.  
1900 S. Harbor City Blvd.  
Suite 212  
Melbourne, FL 32901  
407-724-5556  
Fax - (407) 724-8562

PR-HQ-99-16031

ATTACHMENT 9

WAGE DETERMINATION 94-2559 (REV. 15)

94-2559 WA, BREMETON 06/08/99

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

REGISTER OF WAGE DETERMINATION UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 Washington, D.C. 20210

Wage Determination No.: 94-2559

Revision No.: 15

Division of Wage Determinations | Date of Last Revision: 06/01/1999

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State): Washington

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Areas: Washington COUNTIES OF Clallam, Grays Harbor, Jefferson, Kitsap,  
 Mason

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\*\* Fringe Benefits Required For All Occupations Included In  
 This Wage Determination Follow The Occupational Listing \*\*

## OCCUPATION CODE AND TITLE

## MINIMUM HOURLY WAGE

## Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 8.97
01012 Accounting Clerk II	\$ 10.33
01013 Accounting Clerk III	\$ 12.01
01014 Accounting Clerk IV	\$ 13.55
01030 Court Reporter	\$ 12.43
01050 Dispatcher, Motor Vehicle	\$ 12.43
01060 Document Preparation Clerk	\$ 10.58
01070 Messenger (Courier)	\$ 7.52
01090 Duplicating Machine Operator	\$ 10.58
01110 Film/Tape Librarian	\$ 10.65
01115 General Clerk I	\$ 7.52
01116 General Clerk II	\$ 8.45
01117 General Clerk III	\$ 9.78
01118 General Clerk IV	\$ 10.36
01120 Housing Referral Assistant	\$ 13.83
01131 Key Entry Operator I	\$ 9.79
01132 Key Entry Operator II	\$ 10.81
01191 Order Clerk I	\$ 8.40
01192 Order Clerk II	\$ 11.69
01261 Personnel Assistant (Employment) I	\$ 9.77
01262 Personnel Assistant (Employment) II	\$ 10.36
01263 Personnel Assistant (Employment) III	\$ 11.53
01264 Personnel Assistant (Employment) IV	\$ 12.93
01270 Production Control Clerk	\$ 13.83
01290 Rental Clerk	\$ 10.47
01300 Scheduler, Maintenance	\$ 10.53
01311 Secretary I	\$ 10.65
01312 Secretary II	\$ 12.43
01313 Secretary III	\$ 13.83
01314 Secretary IV	\$ 15.34
01315 Secretary V	\$ 18.42
01320 Service Order Dispatcher	\$10.47

01341 Stenographer I	\$12.26
01342 Stenographer II	\$ 13.77
01400 Supply Technician	\$ 15.34
01420 Survey Worker (Interviewer)	\$ 12.43
01460 Switchboard Operator-Receptionist	\$ 9.27
01510 Test Examiner	\$ 12.43
01520 Test Proctor	\$12.43
01531 Travel Clerk I	\$ 8.07
01532 Travel Clerk II	\$ 8.78
01533 Travel Clerk III	\$ 9.31
01611 Word Processor I	\$ 10.55
01612 Word Processor II	\$ 11.94
01613 Word Processor III	\$ 13.42

## Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 10.50
03041 Computer Operator I	\$ 10.50
03042 Computer Operator II	\$ 11.75
03043 Computer Operator III	\$ 13.09
03044 Computer Operator IV	\$ 15.24
03045 Computer Operator V	\$ 16.88
03071 Computer Programmer I 1/	\$ 11.50
03072 Computer Programmer II 1/	\$ 14.55
03073 Computer Programmer III 1/	\$ 17.30
03074 Computer Programmer IV 1/	\$ 20.94
03101 Computer Systems Analyst I 1/	\$ 15.08
03102 Computer Systems Analyst II 1/	\$ 17.49
03103 Computer Systems Analyst III 1/	\$ 20.64
03160 Peripheral Equipment Operator	\$ 10.50

## Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 16.95
05010 Automotive Glass Installer	\$ 15.87
05040 Automotive Worker	\$ 15.87
05070 Electrician, Automotive	\$ 16.66
05100 Mobile Equipment Servicer	\$ 14.81
05130 Motor Equipment Metal Mechanic	\$ 16.95
05160 Motor Equipment Metal Worker	\$ 15.87
05190 Motor Vehicle Mechanic	\$ 16.95
05220 Motor Vehicle Mechanic Helper	\$ 14.26
05250 Motor Vehicle Upholstery Worker	\$ 15.64
05280 Motor Vehicle Wrecker	\$ 15.87
05310 Painter, Automotive	\$ 16.40
05340 Radiator Repair Specialist	\$ 15.87
05370 Tire Repairer	\$ 14.81
05400 Transmission Repair Specialist	\$ 16.95

## Food Preparation and Service Occupations:

07010 Baker	\$ 12.16
07041 Cook I	\$ 11.34
07042 Cook II	\$ 12.16
07070 Dishwasher	\$ 9.61
07100 Food Service Worker (Cafeteria Worker)	\$ 9.07
07130 Meat Cutter	\$ 12.16
07250 Waiter/Waitress	\$ 10.09

## Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 16.40
09040 Furniture Handler	\$ 14.18
09070 Furniture Refinisher	\$ 16.40
09100 Furniture Refinisher Helper	\$ 14.26
09110 Furniture Repairer, Minor	\$ 15.34
09130 Upholsterer	\$ 16.40

## General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 9.61
11060 Elevator Operator	\$ 9.61
11090 Gardener	\$ 11.34
11121 Housekeeping Aide I	\$ 9.01
11122 Housekeeping Aide II	\$ 9.61
11150 Janitor	\$ 9.61
11210 Laborer, Grounds Maintenance	\$ 10.09
11240 Maid or Houseman	\$ 9.07
11270 Pest Controller	\$ 11.75
11300 Refuse Collector	\$ 9.61
11330 Tractor Operator	\$ 10.93
11360 Window Cleaner	\$ 10.09

## Health Occupations:

12020 Dental Assistant	\$ 10.27
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.34

12071	Licensed Practical Nurse I	\$ 8.18
12072	Licensed Practical Nurse II	\$ 9.18
12073	Licensed Practical Nurse III	\$ 10.27
12100	Medical Assistant	\$ 9.18
12130	Medical Laboratory Technician	\$ 9.18
12160	Medical Record Clerk	\$ 9.18
12190	Medical Record Technician	\$ 12.72
12221	Nursing Assistant I	\$ 6.67
12222	Nursing Assistant II	\$ 7.49
12223	Nursing Assistant III	\$ 8.18
12224	Nursing Assistant IV	\$ 9.18
12250	Pharmacy Technician	\$ 11.45
12280	Phlebotomist	\$ 9.18
12311	Registered Nurse I	\$ 12.72
12312	Registered Nurse II	\$ 15.56
12313	Registered Nurse II, Specialist	\$ 15.56
12314	Registered Nurse III	\$ 18.83
12315	Registered Nurse III, Anesthetist	\$ 18.83
12316	Registered Nurse IV	\$ 22.57

## Information and Arts Occupations:

13002	Audiovisual Librarian	\$ 13.43
13011	Exhibits Specialist I	\$ 14.97
13012	Exhibits Specialist II	\$ 17.02
13013	Exhibits Specialist III	\$ 20.47
13041	Illustrator I	\$ 14.97
13042	Illustrator II	\$ 17.02
13043	Illustrator III	\$ 20.47
13047	Librarian	\$ 18.42
13050	Library Technician	\$ 12.43
13071	Photographer I	\$ 12.65
13072	Photographer II	\$ 14.97
13073	Photographer III	\$ 17.43
13074	Photographer IV	\$ 20.47
13075	Photographer V	\$ 24.76

## Laundry, Drycleaning, Pressing and Related Occups:

15010	Assembler	\$ 6.08
15030	Counter Attendant	\$ 6.08
15040	Dry Cleaner	\$ 7.58
15070	Finisher, Flatwork, Machine	\$ 6.08
15090	Presser, Hand	\$ 6.08
15100	Presser, Machine, Drycleaning	\$ 6.08
15130	Presser, Machine, Shirts	\$ 6.08
15160	Presser, Machine, Wearing Apparel, Laundry	\$ 6.08
15190	Sewing Machine Operator	\$ 8.09
15220	Tailor	\$ 8.58
15250	Washer, Machine	\$ 6.51

## Machine Tool Operation and Repair Occupations:

19010	Machine-Tool Operator (Toolroom)	\$ 16.40
19040	Tool and Die Maker	\$ 18.53



## Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 14.69
21020 Material Coordinator	\$ 12.93
21030 Material Expediter	\$ 12.93
21040 Material Handling Laborer	\$ 13.12
21050 Order Filler	\$ 12.71
21071 Forklift Operator	\$ 14.83
21080 Production Line Worker (Food Processing)	\$ 12.03
21100 Shipping/Receiving Clerk	\$ 11.60
21130 Shipping Packer	\$ 7.78
21140 Store Worker I	\$ 11.82
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 13.34
21210 Tools and Parts Attendant	\$ 12.33
21400 Warehouse Specialist	\$ 12.03

## Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 16.95
23040 Aircraft Mechanic Helper	\$ 14.26
23050 Aircraft Quality Control Inspector	\$ 17.49
23060 Aircraft Servicer	\$ 15.34
23070 Aircraft Worker	\$ 15.87
23100 Appliance Mechanic	\$ 16.40
23120 Bicycle Repairer	\$ 14.81
23125 Cable Splicer	\$ 16.95
23130 Carpenter, Maintenance	\$ 16.40
23140 Carpet Layer	\$ 15.87
23160 Electrician, Maintenance	\$ 16.95
23181 Electronics Technician, Maintenance I	\$ 15.87
23182 Electronics Technician, Maintenance II	\$ 16.40
23183 Electronics Technician, Maintenance III	\$ 16.95
23260 Fabric Worker	\$ 15.34
23290 Fire Alarm System Mechanic	\$ 16.95
23310 Fire Extinguisher Repairer	\$ 15.16
23340 Fuel Distribution System Mechanic	\$ 16.95
23370 General Maintenance Worker	\$ 15.87
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 16.95
23430 Heavy Equipment Mechanic	\$ 16.95
23440 Heavy Equipment Operator	\$ 16.95
23460 Instrument Mechanic	\$ 16.95
23470 Laborer	\$ 11.05
23500 Locksmith	\$ 16.40
23530 Machinery Maintenance Mechanic	\$ 16.95
23550 Machinist, Maintenance	\$ 16.95
23580 Maintenance Trades Helper	\$ 14.26
23640 Millwright	\$ 16.95
23700 Office Appliance Repairer	\$ 16.40
23740 Painter, Aircraft	\$ 16.40
23760 Painter, Maintenance	\$ 16.40
23790 Pipefitter, Maintenance	\$ 16.95
23800 Plumber, Maintenance	\$ 16.40
23820 Pneudraulic Systems Mechanic	\$ 16.95
23850 Rigger	\$ 16.40
23870 Scale Mechanic	\$ 15.87
23890 Sheet-Metal Worker, Maintenance	\$ 16.95

23910	Small Engine Mechanic	\$ 15.87
23930	Telecommunications Mechanic I	\$ 16.95
23931	Telecommunications Mechanic II	\$ 17.49
23950	Telephone Lineman	\$ 16.95
23960	Welder, Combination, Maintenance	\$ 16.95
23965	Well Driller	\$ 16.95
23970	Woodcraft Worker	\$ 16.95
23980	Woodworker	\$ 15.64

## Personal Needs Occupations:

24570 Child Care Attendant	\$ 6.41
24580 Child Care Center Clerk	\$ 7.99
24600 Chore Aide	\$ 9.07
24630 Homemaker	\$ 11.75

## Plant and System Operation Occupations:

25010 Boiler Tender	\$ 16.95
25040 Sewage Plant Operator	\$ 16.40
25070 Stationary Engineer	\$ 16.95
25190 Ventilation Equipment Tender	\$ 14.26
25210 Water Treatment Plant Operator	\$ 16.40

## Protective Service Occupations:

27004 Alarm Monitor	\$ 11.76
27006 Corrections Officer	\$ 17.39
27010 Court Security Officer	\$ 18.61
27040 Detention Officer	\$ 17.39
27070 Firefighter	\$ 18.89
27101 Guard I	\$ 7.88
27102 Guard II	\$ 11.76
27130 Police Officer	\$ 21.35

## Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 13.39
28020 Hatch Tender	\$ 13.39
28030 Line Handler	\$ 13.39
28040 Stevedore I	\$ 12.93
28050 Stevedore II	\$ 13.83

## Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.49
29011 Air Traffic Control Specialist, Station 2/	\$ 16.88
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.59
29023 Archeological Technician I	\$ 12.43
29024 Archeological Technician II	\$ 13.91
29025 Archeological Technician III	\$ 17.22
29030 Cartographic Technician	\$ 17.22
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 15.08
29040 Civil Engineering Technician	\$ 17.22
29061 Drafter I	\$ 10.94
29062 Drafter II	\$ 12.65
29063 Drafter III	\$ 14.97
29064 Drafter IV	\$ 17.22
29081 Engineering Technician I	\$ 10.94
29082 Engineering Technician II	\$ 12.65
29083 Engineering Technician III	\$ 14.97
29084 Engineering Technician IV	\$ 17.22
29085 Engineering Technician V	\$ 21.06
29086 Engineering Technician VI	\$ 25.47
29090 Environmental Technician	\$ 15.24

29100	Flight Simulator/Instructor (Pilot)	\$ 17.49
29150	Graphic Artist	\$ 15.08
29160	Instructor	\$ 18.31
29210	Laboratory Technician	\$ 13.64
29240	Mathematical Technician	\$ 15.24
29361	Paralegal/Legal Assistant I	\$ 12.43
29362	Paralegal/Legal Assistant II	\$ 15.34
29363	Paralegal/Legal Assistant III	\$ 18.77
29364	Paralegal/Legal Assistant IV	\$ 22.03
29390	Photooptics Technician	\$ 15.24
29480	Technical Writer	\$ 22.15
29491	Unexploded Ordnance Technician I	\$ 15.56
29492	Unexploded Ordnance Technician II	\$ 18.83
29493	Unexploded Ordnance Technician III	\$ 22.57
29494	Unexploded Safety Escort	\$ 15.56
29495	Unexploded Sweep Personnel	\$ 15.56
29620	Weather Observer, Senior 3/	\$ 15.24
29621	Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 13.09
29622	Weather Observer, Upper Air 3/	\$ 13.09

## Transportation/Mobile Equipment Operation Occups:

31030	Bus Driver	\$ 13.83
31260	Parking and Lot Attendant	\$ 10.11
31290	Shuttle Bus Driver	\$ 11.93
31300	Taxi Driver	\$ 11.49
31361	Truckdriver, Light Truck	\$ 11.93
31362	Truckdriver, Medium Truck	\$ 12.52
31363	Truckdriver, Heavy Truck	\$ 14.55
31364	Truckdriver, Tractor-Trailer	\$ 14.55

## Miscellaneous Occupations:

99020	Animal Caretaker	\$ 10.53
99030	Cashier	\$ 6.13
99041	Carnival Equipment Operator	\$ 10.93
99042	Carnival Equipment Repairer	\$ 11.35
99043	Carnival Worker	\$ 9.61
99050	Desk Clerk	\$ 8.97
99095	Embalmer	\$ 18.31
99300	Lifeguard	\$ 6.69
99310	Mortician	\$ 18.31
99350	Park Attendant (Aide)	\$ 8.41
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 6.69
99500	Recreation Specialist	\$ 12.14
99510	Recycling Worker	\$ 10.93
99610	Sales Clerk	\$ 6.69
99620	School Crossing Guard (Crosswalk Attendant)	\$ 9.61
99630	Sports Official	\$ 6.69
99658	Survey Party Chief (Chief of Party)	\$ 13.04
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 8.41
99660	Surveying Aide	\$ 6.13
99690	Swimming Pool Operator	\$ 12.16
99720	Vending Machine Attendant	\$ 10.93
99730	Vending Machine Repairer	\$ 12.16
99740	Vending Machine Repairer Helper	\$ 10.93

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\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/  
Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/  
APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/  
WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made

of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE	RATE
{Standard Form 1444 (SF 1444)}	

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report

listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



PR-HQ-99-16031

ATTACHMENT 10

MAP OF LOCATION

CONTRACTOR ASSIGNED SPACE

The space included under this designation consists of office, shop, mechanical and storage space necessary for the Contractor to fulfill the requirements of the Statement of Work. Office, Shop and Supply area are located in Building T-59 MEL Warehouse.

Main Laboratory - Rooms 20, 21, 22

Area above chemical biology wing.

[illegible]